



**resolute**

**Forest Products**

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**GENERAL TERMS**  
**AND**  
**CONDITIONS**

**Revised April 2016**

**These general terms and conditions (“Conditions”) apply to all acquisitions of goods and services by Buyer from Vendor, unless otherwise specified herein.**

**1. Definitions.** In these Conditions,

“**Affiliate**” of a party means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party.

“**Applicable Law**” has the meaning stated in Section 11.1.

“**Applicable Rule**” means any and all of Buyer’s environmental, health and safety, site and other corporate policies, requirements and procedures (including, without limitation, the Guidelines for Suppliers), as amended and communicated from time to time by Buyer to Vendor or any of Vendor’s Representatives performing Services or work in connection with the Contract on premises occupied by Buyer.

“**Buyer**” means the entity that is identified as such in the Purchase Order issued to Vendor or in the Separate Agreement entered into with Vendor.

“**Claims**” means all claims (including claims for bodily injury and death and claims for loss or destruction of property or damage to property), demands, actions, suits, losses, costs (including investigation and remediation costs), damages, expenses (including reasonable legal fees, court costs and all other costs of suit) and liabilities, whether arising at law, in equity, by statute or any doctrine of strict liability.

“**Contract**” means all of the documents mentioned in paragraphs (a) through (g) of Section 2.

“**Deliverables**” means the results to be achieved and the Work Product resulting from the Services to be provided by Vendor under the Contract.

“**Force Majeure**” has the meaning stated in Section 18.

“**Goods**” means the goods, merchandise, supplies, equipment items and other materials described in the Purchase Order or the Separate Agreement, as applicable, and to be sold by Vendor to Buyer.

“**Guidelines for Suppliers**” means Buyer’s guidelines for suppliers, as amended from time to time, a copy of which can be obtained at [www.resolutefp.com](http://www.resolutefp.com) under the quick link: Guidelines for Suppliers.

“**Lien**” means any lien, privilege, mortgage, hypothec, pledge, charge, trust, security interest, option, claim, attachment, assignment, seizure, sequestration, distress, levy, judgment, suit or other encumbrance of any nature whatsoever.

“**Purchase Order**” means the purchase order, if any, issued by Buyer to Vendor in relation to the acquisition of the Goods or the Services.

“**Representatives**” means, with respect to Buyer, all of its Affiliates as well as its employees, officers, directors, managers, subcontractors, consultants, suppliers, agents and other advisors and representatives, and those of its Affiliates, and means, with respect to Vendor, the employees, subcontractors, suppliers, workers and other persons retained from time to time by Vendor (or by any of Vendor’s Representatives) for providing Goods or performing Services or Deliverables under the Contract.

“**Separate Agreement**” means the separate agreement, if any, entered into between Buyer and Vendor in relation to the acquisition of the Goods or the Services.

“**Services**” means the services described in the Purchase Order or the Separate Agreement, as applicable, and to be provided by Vendor to Buyer including, as applicable, the Deliverables.

“**Vendor**” means the person that is identified as such in the Purchase Order issued by Buyer or in the Separate Agreement entered into with Buyer.

“**Work Product**” means the Deliverables, any work product and everything else that is produced or created by Vendor or any of its Representatives, alone or with others, in the course of providing Goods or performing Services under the Contract, including, without limitation, tangible things (such as notes, reports, samples, laboratory results and other data analysis, documentation, drawings, specifications, photographs, software and computer programs) and intangible things (such as inventions, ideas, discoveries and concepts).

**2. Precedence of Documents.** In the event of conflict between these Conditions and the provisions contained in a Purchase Order or any of its attachments, the Separate Agreement or any of its attachments, or any other documents between Buyer and Vendor in relation to the provision of Goods or Services, the following order of precedence will prevail as to the provision of those Goods or Services: (a) the Separate Agreement; (b) the Purchase Order when accepted by Vendor in accordance with Section 3; (c) these Conditions; (d) the specifications; (e) the instructions to tenderers; (f) drawings of a larger scale; (g) drawings of the same date as and of a smaller scale than those

mentioned in paragraph (f) above; and (h) all other documents of the parties, including invoices and receipts (except for any terms and conditions that may be referred to therein or attached thereto, which shall not be binding upon the parties unless approved in writing by an authorized representative of each of the parties).

3. **Acceptance of Purchase Orders.** Vendor is deemed to have accepted a Purchase Order on the earliest of: (a) Vendor transmitting to Buyer its written or oral acceptance of the Purchase Order, without reserve or change; (b) Vendor shipping to Buyer any of the Goods covered by the Purchase Order; and (c) Vendor starting to perform any of the Services covered by the Purchase Order. Buyer may revoke a Purchase Order at any time prior to acceptance. Acceptance of the Purchase Order constitutes acceptance of these Conditions.
4. **Delivery.** Vendor must deliver the Goods, assemble and install them (if applicable), and perform the Services within the time, in the manner and at the place specified in the Contract. Vendor must deliver the Goods as ordered in the Contract and it has no right to make any substitution or replacement without Buyer's prior written consent.
5. **Inspection and Rejection.**

5.1 Inspection and Testing: Buyer has the right to inspect all custom-made Goods at the place of delivery to Buyer and at the locations where the Goods are made or stored, including on premises of subcontractors, suppliers, workers and other persons performing work in connection with the Contract. Vendor must grant, and ensure that all those persons performing work in connection with the Contract grant, to Buyer and its Representatives free access to their premises and to shop drawings and all other relevant information for inspection during normal business hours. Whenever performance tests or trials of the Goods are provided for in the Contract, Buyer will start and complete those tests and trials within a reasonable period after delivery but no acceptance will be deemed to occur until successful completion of those tests and trials to Buyer's satisfaction. Inspection or acceptance of Goods or Services does not limit Buyer's rights under the Contract.

5.2 Right of Rejection: Buyer has the right to reject, within a reasonable period after delivery, and to return to Vendor, at Vendor's expense, any Goods and Services that are not as ordered, are not in good operating condition and repair (if applicable) or do not meet all conditions (including the design, specifications, performance requirements and description) specified in the Contract, together with any items delivered in error or in excess of the quantity shown on the Contract. Vendor will have no Claim against Buyer for any Goods, Services or items so rejected or returned, will indemnify and hold Buyer harmless from and against, and at Buyer's request, will assume its defense in connection with, all Claims relating to those Goods and items while in transit or in Buyer's possession.

6. **Title and Risks.** Title to and ownership of the Goods will pass to Buyer (a) at the time of delivery to Buyer at the place specified in the Contract; or (b) if performance tests or trials are provided for in the Contract, at the time of acceptance of the Goods by Buyer. Vendor bears all risks of loss of and damage to the Goods until that transfer of title and ownership.

For the purpose of Section 6(a), when the place of delivery specified in the Contract is at a site occupied by Buyer, the "time of delivery" shall be determined as follows, as applicable:

- If the Goods are delivered by rail, at the time such Goods are tendered at the site gate;
- If the Goods are delivered by tanker truck, at the time the hose valve of the receiving flange designated by Buyer is opened;
- If the Goods are not delivered by rail or by tanker truck, at the time such Goods are fully unloaded onto the receiving dock designated by Buyer, and accepted by Buyer.

Without limiting the generality of the foregoing, when the place of delivery specified in the Contract is at a site occupied by Buyer:

- If the Goods are delivered by rail, Vendor is responsible for tendering such Goods at the site gate;
- If the Goods are delivered by tanker truck, Vendor is responsible for (x) connecting and removing the hose between the tanker truck and the receiving tank designated by Buyer, and (y) activating, overseeing and supervising the pumping of such Goods into such receiving tank;
- If the Goods are not delivered by rail or by tanker truck, Vendor is responsible for the unloading of such Goods onto the receiving dock designated by Buyer unless the Contract provides otherwise.

**7. Packaging.** Vendor must, at its expense, ensure that all Goods (including all components) are properly boxed, crated and suitably prepared for shipping, and are carefully wrapped or packaged and identified, or pre-assembled and fixed on the pallet as appropriate for transportation and handling on the building site, as applicable, so as to avoid damage during transportation, handling and storage and to facilitate on-site handling. All packaging slips must state appropriate Contract numbers. One copy of the packaging slip must be affixed to the outside of the package and one copy must be included inside the package.

**8. Shipping and Invoicing Documentation.**

8.1 Shipping: Unless otherwise specified in the Contract, Vendor is responsible for arranging and paying for transportation of the Goods to the place of delivery specified in the Contract. Vendor must give Buyer at least forty-eight (48) hours verbal or email notice before shipping the Goods covered by the Contract. Where, however, the Goods are at Buyer's risk while in transit, Vendor must give Buyer at least fifteen (15) days verbal or email notice before shipment, except for rush or emergency orders, and the notice must state the value and method of each shipment.

8.2 Invoices and Bills of Lading: Each invoice must include the particulars of the price, including any price discount, the Contract number, a complete description of the Goods and Services covered by that invoice, the tax information stated in Section 17.2 and all other information required by Buyer. In addition to the documentation required below for cross-border shipments to Canada, invoices and bills of lading showing full routing and all other information required by Buyer must be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point and method of shipment. Invoices including transportation charges must be accompanied with original receipted transportation bills and, in the case of consolidated carload shipments, must show applicable weight and rate. Prepaid shipping charges must be shown as a separate item on Vendor's invoice.

8.3 Customs Clearance: Unless otherwise arranged with Buyer, Vendor is responsible for providing the Goods "delivered duty paid", including clearing the Goods through customs for export and for import, carrying out customs formalities at its expense and paying customs brokers' fees and customs duties for import. In all cases, Vendor must provide the documentation required below for cross-border shipments to Canada (if applicable) and, if information is required from Buyer for customs clearance purposes, Vendor or its agents must request the information by fax or email to Buyer's appropriate contact no less than two (2) business days before the date required. Failing that request, a delay in clearing customs resulting from incomplete information will not be an excuse for late delivery.

8.4 Cross-border Shipments to Canada from Destinations other than U.S.A or Mexico: When shipping to Canada from countries other than the U.S.A. or Mexico, one copy of the Canadian customs invoices must be sent by fax or priority mail, no later than the date of shipment, to the customs broker and to Buyer (two copies each for mail or air shipments). A certificate of origin and a bill of lading (in multiple copies, if required by Buyer) must be sent at the same time by fax and priority mail to Buyer (original copy) and to the customs broker. In addition, Vendor must, on the date of shipment, send by fax or priority mail the signed copy of the bill of lading to Buyer.

8.5 Cross-border Shipments to Canada by Truck from U.S.A or Mexico: When shipping to Canada from the U.S.A. or Mexico by truck, the Canadian customs invoices, the NAFTA certificate and the bill of lading must be sent by fax or priority mail, no later than the date of shipment, to the customs broker and to Buyer (one copy each). The customs invoices and the truck bill of lading must be clearly marked "customs clearance by [customs broker's name]". In addition, Vendor must, on the date of shipment, send by fax or priority mail the signed copy of the bill of lading to Buyer.

8.6 Cross-border Shipments to Canada other than by Truck from U.S.A or Mexico: When shipping to Canada from the U.S.A. or Mexico by rail freight, messenger service, express mail or air, the Canadian customs invoices, the NAFTA certificate and the bill of lading must be sent by fax or priority mail, no later than the date of shipment, to the customs broker and to Buyer (one copy each, except for shipments by messenger service, by express mail or by air where two copies to each must be sent). In addition, Vendor must, on the date of shipment, send by fax or priority mail the signed copy of the bill of lading to Buyer.

9. **Warranty.** Vendor warrants that: (a) the Goods will be new, including in all their components; (b) the Goods will conform to the design, specifications, performance requirements, description and all other provisions set out in the Contract; (c) Vendor will extend to Buyer the benefits of its standard warranties and guarantees against defects in design, material and workmanship of the Goods on the terms and conditions disclosed to Buyer and approved in writing by Buyer; failing those, Vendor warrants that the Goods will be free from any defect in design, material and workmanship for a period of eighteen (18) months from the date of the transfer to Buyer of title and risks to the Goods under Section 6 and, during that period, it will at its expense remove and replace or repair all defective items at Buyer's location where the Goods were to be delivered as specified in the Contract; and (d) Buyer will have the benefits of all warranties, guarantees, service contracts and similar contracts available to Vendor from its suppliers, manufacturers or sellers of the Goods for their full term (irrespective of any time limitation on Vendor warranties or guarantees under the Contract). Vendor warrants to Buyer that the Goods are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that Buyer would not have bought it or paid so high a price if he had been aware of them. If Vendor was aware or could not have been unaware of the latent defect, it is bound not only to restore the price, but to pay all damages suffered by Buyer. A defect is presumed to have existed at the time of a sale by Vendor if the Goods malfunction or deteriorate prematurely in comparison with identical items of property or items of the same type.

## 10. Performance of Services and Safety.

10.1 Standard of Services: Vendor warrants that the Services will be provided to Buyer timely, diligently, in a professional manner, in accordance with the highest industry standards and practices, in good faith and not in any manner which is adverse to or conflicting with Buyer's interests. Vendor is solely responsible for compliance, by it and by all of its Representatives performing Services or work in connection with the Contract, and with all Applicable Law, the Guidelines for Suppliers as well as, when Services or work in connection with the Contract are being performed on premises occupied by Buyer, with all Applicable Rule. Vendor is also solely responsible for any breach by any of those persons of the Contract, Applicable Law, the Guidelines for Suppliers or Applicable Rule.

10.2 Safety: Vendor is solely responsible and accountable for safety relating to its providing and performing of the Services and work in connection with the Contract, including, but not limited to, safety of all of Vendor's Representatives performing such Services or work, and any other persons and all property affected by Vendor's responsibilities under the Contract.

10.3 Training and Certification: Vendor warrants that all of its Representatives performing Services or work in connection with the Contract: (i) have the requisite skill, knowledge and experience necessary to perform such Services or work, and (ii) have received the required training and have passed appropriate testing, and are, as required, fully certified to do so. Vendor is solely responsible for ensuring that all of its Representatives performing Services or work in connection with the Contract are made fully aware of and comply at all time with all Applicable Law, the Guidelines for Suppliers and,

when Services or work in connection with the Contract are being performed on premises occupied by Buyer, all Applicable Rule.

10.4 Protective and Rescue Equipment: Vendor shall provide at its own cost and expense, and is solely responsible for ensuring that all of its Representatives performing Services or work in connection with the Contract utilize the proper personal protective equipment and any other equipment required to protect against injuries during the performance of such Services or work or as otherwise required under Applicable Law and, when Services or work in connection with the Contract are being performed on premises occupied by Buyer, Applicable Rule, including, without limitation, safety boots and safety glasses. Unless otherwise agreed to in writing by Buyer, Vendor is also solely responsible for ensuring that all appropriate rescue equipment is available at the site where the Services or work in connection with the Contract are being provided, and that all of Vendor's Representatives on site are duly trained to utilize such rescue equipment.

10.5 Work on Buyer's Premises: When Services or any other work in connection with the Contract are being performed on premises occupied by Buyer, Buyer has the right to request the substitution for any reason whatsoever of any of Vendor's Representatives performing those Services or work.

10.6 Damage to Buyer's Property: Vendor is liable for the cost of repair, replacement in kind, damage and loss of all goods, merchandise, supplies, equipment and other materials and property that belong to Buyer and are in the possession of Vendor or any of its Representatives, including any equipment or other property that is being manufactured, repaired or refurbished under the Contract.

10.7 Special Tools: Buyer has the right to request Vendor, at Vendor's expense, either to store for use on future Buyer work or to ship in accordance with Buyer's instructions all special jigs, fixtures, patterns, discs and other special tooling used in connection with the Contract.

## 11. Legal Compliance and Environmental Matters.

11.1 Applicable Law: Vendor warrants to Buyer that the origin of the Goods, the materials used for their manufacture, and their design, manufacture, packaging, use instructions, distribution, assembly, installation, testing, delivery and sale, as well as the rendering of the Services will comply with all applicable international, federal, provincial, territorial, state, municipal, local and other laws, regulations and rules and with all codes and standards of governmental and other authorities having jurisdiction (individually and collectively, the "**Applicable Law**"), including, without limitation, those relating to: (a) the protection of the French language; (b) the protection of the environment; (c) the handling, storage and transportation of waste and hazardous substances; (d) health and safety; (e) labor and employment (including prohibitions against child labor and corporal punishment); and (f) the conduct by Vendor of its business. Without limiting the generality of the foregoing, Vendor shall be responsible for any fine, sanction, notice of non-compliance, warning, or any other similar sanction issued by a governmental entity or other competent authority under Applicable Law pertaining to the performance of Services or the supply of Goods, as applicable, by Vendor. Moreover, and as applicable:

11.1.1 Vendor shall comply with Applicable Law relating to the protection of the environment and shall not use any hazardous substances in providing Services or supplying Goods (other than any hazardous substances forming part of the Goods, as applicable).

11.1.2 Vendor shall handle emission, storage, handling, transport, deposit, spill, discharge or disposal of deleterious substances, hazardous substances, waste (hazardous or not) or contaminants of any type in the environment in accordance with Applicable Law, and shall obtain all necessary permits, licenses, consents and other authorizations from the governmental or other authorities having jurisdiction and shall file, when applicable, the required declaration(s) with such authorities in accordance with Applicable Law.

11.1.3 Vendor shall provide Buyer, upon request, with a copy of its emergency plan in case of accidents or spills of contaminants in the environment; such emergency plan to be satisfactory to Buyer.

11.1.4 Vendor shall promptly notify Buyer and provide copy of relevant documentation, as applicable, relating to:

(i) Any notice of, or any visit, inspection, investigation or audit received from governmental or other authorities having jurisdiction over environmental matters and affecting any location where Services are provided or Goods are supplied, as applicable;

(ii) Any communication relating to environmental issues received from governmental or other authorities having jurisdiction over the performance of Services or the supply of Goods;

(iii) Any non-compliance with Applicable Law or with a permit, license, consent or authorization required in order to provide Services or relevant to Services or to supply Goods, as applicable, and any modification or revocation of any such permit, license, consent or authorization;

(iv) Any fine, administrative penalty, complaint, charge, suit, claim, violation, notice of non-compliance, warning, criminal complaint or similar sanction issued by a governmental authority or other competent authority under Applicable Law, or any other communication received from any governmental authority or other competent authority under Applicable Law with respect to environmental matters and related to Services or the supply of Goods; and

(v) Any discharge, leakage, spillage, emission of pollution or contaminants of any type in the environment resulting from Services or the supply of Goods, as applicable.

11.1.5 In the event of any discharge, leakage, spillage, emission of pollution or contaminants of any type in the environment resulting from Services or the supply of Goods, as applicable, Vendor shall be responsible for immediately notifying Buyer and the governmental or other authorities having jurisdiction, and Vendor shall, at its costs, take all remediation actions required pursuant to Applicable Law and Applicable Rule, and as required by Buyer.

11.1.6 At any time during the term of the Contract, Buyer may audit and verify compliance by Vendor with the provisions of this Section 11.1 including, without limitation, Applicable Law. In case of contravention, Vendor must take the preventive or corrective measures Buyer deems necessary in addition to compensating Buyer for all damages suffered.

11.1.7 Buyer reserves its rights to conduct audits of any of the sites where Services are rendered and any other place where deleterious substances, hazardous substances, waste (hazardous or not) or contaminants of any type may be shipped or disposed of in the context of the Services, as applicable.

11.1.8 In the event Buyer is subject of any fine, administrative penalty, complaints, suits, claims, violation, notice of non-compliance, warning, criminal complaint or similar sanction issued by a governmental authority or other competent authority under Applicable Law or suffers any damage of any kind due to failure of performance of Services by Vendor in accordance with the provisions of the Contract (including, without limitation, this Section 11.1 and Applicable Law), Vendor shall indemnify Buyer in capital costs and interest for all damages suffered by Buyer resulting from the above. The exercise by Buyer of its rights under this Section 11.1.8 shall not be construed as limiting the exercise by Buyer of any of its right at law, in equity or under the Contract.

11.1.9 Vendor represents and warrants that, to the best of its knowledge after due inquiry, no Nonylphenol Ethoxylates (NPE) or MAPBAP acetate have been added to the Goods or are used in the performance of Services.

11.1.10 Vendor shall provide Buyer with a Safety Data Sheet (SDS) for each of the Goods sold under the Contract prior to the first delivery of such Goods. Moreover, and as applicable, Vendor undertakes to use its best efforts to provide to Buyer, promptly upon request, any information it has access to relating to the toxicity of each of the Goods on (i) Daphnia Magna, (ii) rainbow trout, (iii) pulp and paper effluent treatment plant biomass and (iv) any other relevant information on potential environmental hazards or health and safety effects of each of the Goods.

11.2 Permits: Vendor warrants to Buyer that it holds all of the necessary permits, licenses, consents and other authorizations in accordance with all Applicable Law, is in good standing with all governmental and other authorities having jurisdiction over the conduct of its activities and will provide Buyer, upon request, with proper evidence to that effect. Vendor must, at its expense, obtain and maintain in force all certificates, permits, licenses, consents and other authorizations in relation to the assembly, installation, testing and inspection of the Goods and provide those documents to Buyer at the latest on the first performance tests or trials of the Goods.

11.3 C-TPAT: To the extent that any Goods will be exported into the United States, Vendor must comply with all applicable recommendations and requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) initiative and, at the request of Buyer or any governmental authority, must certify in writing its compliance with the C-TPAT initiative.

11.4 Cognibox Registration: Unless otherwise agreed to in writing by Buyer, if Vendor is providing any of the following Services to Buyer under the Contract or qualifies under any of the following categories, Vendor shall, at its own expense, register and qualify as a Buyer's supplier on the Cognibox website (or any other third party provider designated from time to time by Buyer), and remain in good standing thereunder at all times during the term of the Contract: (i) warehousing services; (ii) transportation/delivery services from and to any site occupied by Buyer; or (iii) Vendor or any of its Representatives provides on-site services on any site occupied by Buyer including, but without limitation, outsourcing services, technical services (such as chemical supply), inspection services, construction services, electrical or mechanical maintenance work, or logging services.

## **12. Liens.**

12.1 Free and Clear Rights: Vendor warrants that: (a) it has the right to sell the Goods and to provide the Services in accordance with the Contract; (b) it will convey to Buyer good and marketable title to the Goods at the time of transfer to Buyer of title and risks to the Goods under Section 6; and (c) it will deliver to Buyer all Goods and Services (including all Deliverables) free and clear of all Liens.

12.2 Discharge and Waivers of Liens: Vendor waives and must pay and discharge all Liens held or asserted (whether properly or not and whether arising before or after final payment to Vendor hereunder) by it or any of its Representatives in connection with the Contract, including persons performing or providing any work, labor, tools, goods, merchandise, supplies, equipment items or other materials used or intended for use in connection with the Goods or the Services. Vendor must provide to Buyer, at Buyer's request, satisfactory evidence of the release, waiver or satisfaction of all those Liens and, to the extent permitted by Applicable Law, a waiver from it and from those persons of any rights they may have to register or publish their Liens or other rights or interest against Buyer or its property in connection with the Contract. Buyer has the right to pay directly to any such person any amount due or to become due by Vendor to that person in connection with any part of the Contract and, at Buyer's request, Vendor will reimburse Buyer for all such payments.

## **13. Intellectual Property and Other Rights.**

13.1 Vendor warrants that: (a) (i) the Goods, any materials, process or know-how used for their design, manufacture, packaging, use instructions, distribution, assembly, installation, testing, delivery and sale, the possession, use and resale of the Goods, and (ii) the rendering of the Services and the Deliverables, and any materials, process or know-how used for their design, manufacture, use instructions,



distribution, installation, testing, delivery, possession, use and provision will not infringe any patent, trade mark, industrial design, copyright or other intellectual property right or any other rights or interest of any third party in or outside Canada; (b) it has paid and will pay all license fees, royalties and similar expenses that may be due to third parties in connection with the Goods and the Services (including the Deliverables), unless otherwise specified in the Contract; and (c) Buyer will have the right to use all Work Products including any software embodied, accompanying or necessary to the use of the Goods and the Deliverables, as applicable.

13.2 Ownership: Vendor and its Representatives must disclose all Work Product and all related documentation to Buyer promptly and completely. All Work Product will be the property of Buyer (or another entity that Buyer may designate to Vendor). Vendor assigns, and will cause its Representatives to assign, all patents, trademarks, industrial designs, copyrights and intellectual property rights and other rights and interests in the Work Product to Buyer (or to the other entity that Buyer may designate to Vendor). During and after the term of the Contract, Vendor will assist, and will cause its Representatives to assist Buyer in securing, maintaining, defending and enforcing for Buyer's benefit all patent, trade mark, industrial design, copyright and other intellectual property and other rights and interests with respect to the Work Product, such assistance to include, without limitation, the execution of assignments and other documents that may be reasonably requested by Buyer.

13.3 Moral Rights: Vendor and its Representatives waive their moral rights and, at Buyer's request, will in the future waive all their moral rights they have or will have in and to the Work Product.

- 14. Insurance.** Vendor shall maintain, at its expense, the following insurance until the latest of: (i) the transfer to Buyer of title and risks to the Goods pursuant to Section 6, and (ii) acceptance of the Services by Buyer, as applicable: (a) All Risks insurance on its own plant, equipment and materials and property of others in its care, custody and control for the full replacement value, including while in transit until final destination, with waivers by Vendor and its insurers of all rights of subrogation against Buyer; (b) Commercial General Liability Insurance against Claims for damages resulting from, but not limited to, bodily injury, personal injury or material damages to third parties for a minimum limit for each occurrence of CDN\$2,000,000 if the address of Vendor stated in the applicable Purchase Order or the Separate Agreement is located in Canada (£2,000,000 if that address is located in the United Kingdom and US\$2,000,000 if that address is located outside Canada and the United Kingdom), with waivers by Vendor and its insurers of all rights of subrogation against Buyer; (c) Automobile Liability insurance for a minimum limit for each occurrence of CDN\$2,000,000 if the address of Vendor stated in the applicable Purchase Order or the Separate Agreement is located in Canada (£2,000,000 if that address is located in the United Kingdom and US\$2,000,000 if that address is located outside Canada and the United Kingdom), with waivers by Vendor and its insurers of all rights of subrogation against Buyer; (d) only if the address of Vendor stated in the applicable Purchase Order or the Separate Agreement is located in the United States, Worker's Compensation Insurance including Employers' Liability for a minimum limit of US\$1,000,000, with waivers by Vendor and its insurers of all rights of subrogation against Buyer; and (e) only if the address of Vendor stated in the applicable Purchase Order or the Separate Agreement is located in the United Kingdom, Employers' Liability coverage for a minimum limit of £1,000,000.

If Services or work in connection with the Contract are being performed on premises occupied by Buyer, Buyer shall be named additional insured under Vendor's Commercial General Liability Insurance. Even if Services are not being performed by Vendor pursuant to the Contract, Buyer may, at its discretion, request to be named additional insured under Vendor's Commercial General Liability Insurance.

Vendor shall provide to Buyer certificates of insurance evidencing the required coverage before the commencement of the Contract, and immediately upon renewal of any required policies under the Contract.

Each certificate of insurance shall contain a provision to the effect that the insurance policies cannot be cancelled or coverage materially changed without at least thirty (30) days prior notice by registered

mail to Buyer (i.e. Resolute Forest Products - 111 Robert-Bourassa Boulevard, Suite 5000, Montreal, Quebec H3C 2M1 Canada, Attention: Analyst, Risk Management).

Without limiting any of Vendor's obligations herein, including its insurance obligations, Vendor is responsible to ensure that each of its permitted subcontractors maintain insurance similar to the foregoing, as well as any insurance which: (i) is legally required; and (ii) in the opinion of Buyer is reasonable and appropriate in respect of the Services to be performed by such subcontractor.

## **15. Remedies.**

15.1 Cumulative Remedies: All rights and remedies of Buyer at law, in equity or under the Contract are cumulative and may be exercised together.

15.2 Indemnity: Vendor will indemnify and save harmless Buyer and its Representatives from and against, and at Buyer's request, will assume their defense in connection with, all Claims brought by or against any of them or suffered by any of them arising out of, as a result of or in connection with: (a) Goods supplied, or Services or Deliverables provided under the Contract; (b) a breach by Vendor of any of its warranties or other obligations under the Contract; (c) any error, act or omission of Vendor or any of Vendor's Representatives in connection with the Contract; (d) any discharge, leakage, spillage, emission of pollution or contaminants of any type in the environment attributable to the activities of Vendor or any of Vendor's Representatives in connection with the Contract; and (e) any antidumping or similar duties, together with any fines, penalties and interest based on late or non-payment and other costs for which Buyer may become liable as a result of the supply of the Goods hereunder.

15.3 No Limitation on Indemnity: Vendor's indemnification obligations under the Contract shall in no way be limited by the limitation on amount or type of damages, compensation or benefits payable by or for Vendor, or any of its Representatives, under any workers' compensation act, employer liability act, disability act or other employee benefit act. Vendor shall pay any and all costs incurred by Buyer or any of its Representatives which relate to the enforcement of the indemnity conditions and obligations of Vendor including, without limitation, any additional insured protection and other obligations of Vendor under the Contract. The indemnification obligations established herein shall be independent of and shall not be limited by or limit the obligations of Vendor under Section 14 - Insurance.

15.4 Right of Set-Off: Buyer has the right to deduct from and compensate against any amounts due to Vendor under the Contract any amount paid by Buyer and for which Vendor is liable, including Claims for which Vendor must indemnify Buyer under Section 15.2, such as the amount of any Claims resulting from improper packaging, the amount of any unpaid Liens that should have been paid and discharged by Vendor pursuant to Section 12.2 and the amount of any taxes or other deductions that should have been withheld or paid by Vendor pursuant to Section 17.

15.5 Cancellation: If Vendor is in breach of any its warranties or other obligations under the Contract, if Vendor becomes insolvent, any other act of bankruptcy takes place regarding Vendor, any petition, notice or proceeding, voluntary or not, is commenced or given by Vendor or any other person under any law relating to bankruptcy, insolvency or debtor relief, or if a trustee, receiver, manager or similar official is appointed with respect to all or any part of Vendor's property, Buyer will have the right, without any liability whatsoever: (a) to immediately cancel the Contract, in whole or in part, including the right to return to Vendor, at Vendor's expense, any Goods already delivered and immediately obtain the refund of all amounts then paid to Vendor under the Contract for those Goods and the right to cancel a Purchase Order or the Separate Agreement, as applicable, as to non-delivered or non-conforming Goods and Services and as to Goods not yet shipped and Services not yet delivered; (b) to place orders for any goods or services elsewhere; and (c) to immediately obtain the refund of all amounts then paid to Vendor under the Contract for non-delivered or non-conforming Goods and Services and for Goods not yet shipped and Services not yet delivered. The Contract will not be or deemed to be an asset in the case of Vendor's bankruptcy.

**16. Price and Payment.** Buyer will pay the price for the Goods and the Services in the amount stated in the Contract and, unless otherwise specified in the Contract, within sixty (60) days following receipt from Vendor of its invoice and supporting documentation meeting the requirements contained in the Contract. Payment for the Goods or Services does not limit Buyer's rights under the Contract.

**17. Taxes.**

17.1 Taxes Payable by Vendor: Vendor must timely pay all medicare and pension plan contributions, workmen's compensation, unemployment, payroll taxes, income and other source deductions, social security taxes, holiday pay and other employer contributions that are payable to any tax authorities (including federal, provincial, territorial, state, municipal and local tax authorities) with respect to Vendor's employees, including any contributions measured by the wages, salaries or other remuneration paid to Vendor's employees. Vendor will reimburse Buyer, upon request, for any amounts that Buyer may be required to pay with respect to those taxes, contributions and other payments, and for any related fines, penalties and interest based on late or non-payment.

17.2 Taxes Payable by Buyer: Buyer must pay to Vendor all applicable sales, goods and services, value-added and other taxes imposed by any tax authorities (including federal, provincial, territorial, state, municipal and local tax authorities) with respect to Buyer's acquisition of the Goods and Services under the Contract. Vendor will either: (a) include those taxes as a separately stated charge on its invoice; or (b) clearly state on the invoice that those taxes are included in the total charge with respect to that invoice. Vendor will meet all the other documentation requirements imposed on Vendor by all tax authorities. Vendor will reasonably cooperate with Buyer and its Representatives in the preparation of all necessary claims and reimbursements for sales, goods and services, value-added and other taxes included in the price payable under the Contract. All reimbursements received by Vendor with respect to the Goods and Services under the Contract must be promptly paid over to Buyer. In no event will Buyer be responsible for any taxes on or measured by Vendor's income, payroll, capital, capital stock or property.

17.3 Withholding Taxes: Where required by Applicable Law, Buyer will be entitled to deduct from any payment due to Vendor any withholding tax, levy or similar assessment so required. Proof of payment of such a tax or deduction will be a full discharge of Buyer's liability to Vendor for payment of an equivalent amount. If for any reason Buyer has failed to withhold or deduct any such amount which is payable by it, Vendor will, at Buyer's request, immediately reimburse that amount to Buyer. Vendor will provide to Buyer all appropriate forms, certificates and waivers to allow Buyer to claim credit or a waiver for the applicable withholding tax or similar deduction. Vendor will indemnify and save harmless Buyer from and against, and at Buyer's request, will assume its defense in connection with, all Claims suffered by it arising out of, as a result of or in connection with Buyer's failure to withhold or deduct any amount in reliance of any form, certificate or waiver provided by Vendor, and for any related fines, penalties and interest based on late or non-payment. Buyer will provide Vendor with all necessary receipts, certificates, documents and other information required for Vendor to avail itself of any tax credit for all withheld taxes and similar deductions.

**18. Force Majeure.** If a party is unable to perform its obligations under the Contract due to "Force Majeure" (which includes fires, explosions, floods, earthquakes, other elements of nature or acts of God, acts of war, enemy action, terrorism, sabotage or civil disorders, strikes, lockouts and any other contingencies that are beyond the reasonable control of that party), it will not be in default under the Contract for the period during which the Force Majeure lasts. That party must give written notice to the other party promptly after the occurrence of the Force Majeure, with details thereof. If a Force Majeure affecting Vendor's obligations lasts for more than five (5) days after the date specified in the Contract for delivery of the Goods or Services, Buyer will be entitled to exercise the same rights as those provided in Section 15.5, without any liability whatsoever.

**19. Relationship of the parties.** Vendor is and will remain an independent contractor. Vendor has no authority whatsoever to bind or represent Buyer under the Contract. Nothing in the Contract is intended to create an employment, agency, partnership, joint venture or similar relationship between

the parties. Nothing in the Contract is intended to create any relationship between Buyer and any employee of Vendor or any employee of any Vendor's subcontractors, suppliers and other persons performing Services or work in connection with the Contract. None of those employees will be considered an employee of Buyer nor will he/she or Vendor be entitled to any of the benefits provided to Buyer's regular employees.

**20. Support to Continuous Improvement Operating System.** Vendor acknowledges that Buyer is engaged in initiatives that will help it generate cost savings from a total cost of ownership (TCO) standpoint and expects its suppliers such as Vendor to actively participate in this approach by providing Buyer with value proposal offerings for all their products, materials and services.

**21. Confidentiality and Public Announcement.**

21.1 Confidentiality: Vendor agrees that: (a) it will keep in strict confidence all of Buyer's non-public, confidential or proprietary materials and information; (b) it will not copy or disclose them except as specifically consented to in writing by Buyer; (c) it will only use them for the purpose of providing the Goods or the Services under the Contract; and (d) it will exercise reasonable care to preserve the confidentiality of those materials and information and will employ at least the same safeguards as it uses to protect its own confidential information of a similar nature.

21.2 Public Announcement: The terms of any public announcement of the execution of the Contract by the parties shall be mutually agreed by the parties regarding both the timing and content of any such announcement. Notwithstanding the foregoing, if Buyer is advised by its counsel that such public announcement is legally required and Vendor is unable or is unwilling to provide its consent to the terms of such public announcement prior to the time at which Buyer, on the advice of its counsel, is legally obligated to make such announcement (including if Vendor's Representative cannot be contacted), Buyer may provide the disclosure that, upon Buyer's counsel opinion, it is legally required to make. In the event such a public disclosure is required and Buyer has been unable to contact Vendor's Representative, Buyer will notify Vendor of such a disclosure and will furnish Vendor with a copy of the disclosure in a timely manner. Vendor shall not use Buyer's name in any advertising, promotional material or publicity releases relating to the Contract without the prior-written consent of Buyer.

**22. Additional Covenants.**

22.1 Conflict of Interest:

22.1.1 Vendor represents and warrants that other than the relationships that have been previously disclosed to Buyer in writing in connection with the issuance of the Contract, no relationship, whether by blood, marriage, business association, capital funding agreement or any other such kinship or connection exists between (a) an employee of Buyer or any of its Affiliates who is susceptible of making a decision that could affect, directly or indirectly, Vendor or the Contract, and (b) any of the following actors: (i) the owner of Vendor (or any of its Affiliates) that is a sole proprietorship, (ii) any of the shareholders, officers or directors of Vendor (or any of its Affiliates) that is a corporation, (iii) any of the partners of Vendor (or any of its Affiliates) that is a partnership, (iv) any of the joint venturers of Vendor (or any of its Affiliates) that is a joint venture, and (v) any of the members or managers of Vendor (or any of its Affiliates) that is a limited liability company.

22.1.2 Vendor represents and warrants that other than has previously disclosed to Buyer in writing in connection with the issuance of the Contract: (a) neither Vendor nor any of its officers, directors or owners/shareholders/partners/joint venturers/members/managers (or those of any of its Affiliates) has not been an employee of Buyer or any of its Affiliates within the immediate twelve (12) months prior to the issuance of the Contract, and (b) no directors, officers, employers or other agents of Buyer or any of its Affiliates has a financial interest in an entity or business unit of Vendor or any of its Affiliates.

22.1.3 Vendor undertakes to promptly disclose in writing to Buyer any conflict of interest, as described in Sections 22.1.1 and 22.1.2, that could arise, whether actual or potential, during the term of the Contract. Vendor acknowledges and agrees that Buyer will be entitled to exercise the same rights as those provided in Section 15.5, should any conflict of interest, as described in Sections 22.1.1 and 22.1.2, arise during the term of the Contract, whether actual or potential, or should Vendor be in breach of its representations and warranties or any of its obligations under this Section 22.1.

22.2 Insolvency: Vendor represents and warrants that no proceedings have been taken or authorized by it or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of Vendor nor, to the knowledge of Vendor, have any such proceedings been threatened by it or any other person.

22.3 No Penal or Criminal Records: Vendor represents and warrants that no penal or criminal proceedings have been taken against it that could, in the opinion of Buyer, have an impact on Vendor's ability to perform its obligations under the Contract or, directly or indirectly, on the reputation of Buyer nor, to the knowledge of Vendor, have any such proceedings been threatened by any person. Vendor undertakes to sign any authorization that could be required in order for Buyer to conduct, at its discretion, any and all searches to verify if any such penal or criminal proceedings have been taken or are pending against Vendor.

### **23. General Provisions.**

23.1 Entire Agreement: The Contract constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements with respect thereto.

23.2 Waiver: No failure or delay by a party in exercising any right or privilege under the Contract will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or future exercise of any right or privilege hereunder.

23.3 Amendment: The Contract and these Conditions may not be amended or waived in any manner whatsoever, except by a writing signed by the parties.

23.4 Binding Effect: The Contract will be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

23.5 Assignment: Neither party may assign or transfer any of its rights, interests or obligations under the Contract, except (a) with the prior written consent of the other party, (b) by Vendor, to an assignee of its accounts receivable in connection with a financing or (c) by Buyer, to one or more of the persons that, directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with Buyer, or to a third party upon the sale or other transfer of Buyer's business (or any part thereof) to which the Contract relates. Any Change of Control, as defined below, of Vendor shall constitute an assignment of the Contract, which is not allowed under the Contract except with the prior written consent of Buyer. "Change of Control" means a merger, consolidation or other transaction or arrangement having the effect that 50% or more of the total voting rights in the election of the board of Vendor is owned by one or more persons other than the shareholders of Vendor, who, individually or as a group, owned 50% or more of the voting rights immediately prior to such event.

23.6 Subcontractors: Without limiting the generality of Sections 10.5, 19 and 23.5, when part of the Services or work in connection with the Contract are not performed by employees of Vendor, Vendor shall identify in writing the name of any of its subcontractors to Buyer at least five (5) business days prior to such subcontractors starting to perform such Services or work on premises occupied by Buyer. At any time during the term of the Contract, Buyer has the right to object to Vendor's subcontracting any part of the Services or work in connection with the Contract and/or to request the substitution for any reason whatsoever of any of Vendor's subcontractors. Vendor's subcontracting part of the Services

or work in connection with the Contract shall not limit Buyer's rights or Vendor's obligations under the Contract.

23.7 Severability: The provisions of the Contract and of these Conditions are severable and, if any of them is held invalid or unenforceable in any jurisdiction, that invalidity or unenforceability will not affect or render invalid or unenforceable that provision in any other jurisdiction or any other provision in any jurisdiction.

23.8 Governing Law: The Contract will be governed by and construed in accordance with the laws in effect in (a) the Canadian Province where the address of Buyer stated in the applicable Purchase Order or the Separate Agreement is located, (b) England if the address of Buyer stated in the applicable Purchase Order or the Separate Agreement is located in the United Kingdom or (c) the State of New York, U.S.A. if the address of Buyer stated in the applicable Purchase Order or the Separate Agreement is located outside Canada and the United Kingdom, without giving effect in any case to the conflict of laws rules of the applicable jurisdiction. The parties have expressly required that the Contract, including these Conditions, and all documents and notices related thereto be drafted in English only. *Les parties aux présentes ont expressément exigé que le Contrat, y compris les présentes Conditions, et tous les documents et avis y afférents soient rédigés en anglais seulement.*

23.9 Incoterms: With regards to Incoterms, "Incoterms 2010" of the International Chamber of Commerce will govern in all cases. In the event of conflict between these Conditions or any other provisions of the Contract and Incoterms, these Conditions and the other provisions of the Contract will prevail.

23.10 Exclusion of Vienna Convention: The terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.

23.11 Survival: Expiration or termination of the Contract shall not prejudice any rights or relieve either party of any of its obligations that have arisen on or before the date of expiration or termination. Any provision of the Contract that by its very nature or context is intended to survive any termination, cancellation or expiration of the Contract, including, but not limited to, provisions concerning payment of outstanding amounts, warranty, confidentiality and indemnities, shall so survive.

23.12 Time: Time is of the essence of the Contract.

**23.13 Understanding: Vendor acknowledges that: (a) all external clauses referred to in the Contract, including in these Conditions, were expressly brought to its attention and knowledge at the time of execution of the Contract; (b) it has read the terms and conditions of the Contract, including these Conditions; (c) it was given sufficient time to consult its advisors and has received adequate explanations concerning the nature and scope of its obligations under the Contract, including under these Conditions; and (d) it understands and is satisfied with the provisions of the Contract, including these Conditions.**