

TERMS OF SALE OF APPVION, INC.  
for sales on and after 1/1/16

**1. Contract**

The terms in any written contract signed by Appvion, Inc. ("Seller") and you govern your purchases from Seller. If such a signed, written contract incorporates these terms by reference, or if you do not have such a signed, written contract with Seller, these terms of sale apply. To the extent there is any conflict between these terms of sale and those contained in a signed, written contract with Seller, the terms contained in that signed, written contract control. Seller hereby objects to any additional or different terms or conditions contained in any of your Purchase Order, Order Acknowledgement or other forms or correspondence.

**2. Warranty**

Seller warrants that the paper it sells is free from defects in material and workmanship appearing within one year from the date of delivery, provided that buyer notifies Seller in writing of any such defect within that period. Upon confirmation of a defect, Seller will remedy the defect by repairing the equipment, replacing the paper or, at Seller's option, fully refunding the purchase price. That remedy is buyer's exclusive remedy and Seller's sole liability for breach of warranty.

No employee, agent or other representative of Seller is authorized to make any other warranty, written or oral.

**THE FOREGOING IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE.**

SELLER WILL HAVE NO RESPONSIBILITY UNDER THIS WARRANTY FOR PAPER USED IN PROCESSING, OR OTHER APPLICATIONS FOR WHICH IT IS NOT INTENDED.

Any action for breach of warranty must be commenced within six (6) months following delivery of written notice of defect to Seller.

**3. Limitations of Liability**

**SELLER'S LIABILITY FOR BREACH OF WARRANTY IS LIMITED AS PROVIDED IN SECTION 2 ABOVE, AND FOR OTHER BREACHES OF CONTRACT IS LIMITED TO THE PRICE OF THE AFFECTED PAPER. IN NO CASE SHALL SELLER HAVE ANY OTHER LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BEACH OF WARRANTY OR OTHER CONTRACT BREACH, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER OTHER THEORIES OF LAW OR EQUITY. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

**4. Indemnification**

Buyer shall defend, indemnify and hold harmless Seller against all claims and demands for loss of life, personal injury or property or other damage or harm arising out of Seller's performance hereunder, including environmental claims and claims by Buyer's employees and agents for injuries occurring on Seller's premises, unless such claims are the result of Seller's intentional or grossly negligent conduct.

**5. Payment Terms and Credit**

All payment terms are subject to Seller's approval of buyer's credit, in Seller's sole discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. In the event that balances due Seller are past due, Seller reserves the right to hold any rebates or incentives until past due balances are paid, and may reduce accrued rebates by unearned discounts on the account (discounts taken on invoices paid after the discount due date). If invoices remain unpaid more than 20 days past the due date, Seller may offset (apply) held rebates against all open invoices, oldest invoices first. Seller reserves the right to collect interest charges on amounts past due more than 20 days (to be calculated from the invoice due date at a rate of 1% per 30 days) and may apply such interest charges against any rebates or incentives being held. If balances due Seller are past due for longer than 45 days, Seller has the right to terminate any rebates or incentives and the buyer will be responsible for fees and expenses incurred to collect past due balances.

**6. Delivery**

Delivery is FOB Seller owned or controlled property. Dates of departure and delivery are estimates and subject to change without notice. Seller makes no express or implied warranties or representations in connection with carrier transit or delivery times and in no event shall Seller be liable or responsible for any damage or harm as a result of shipping delays.

**7. Assignment and Subcontracts**

Buyer shall not assign any of buyer's rights hereunder, whether by direct assignment, merger or the sale of all or substantially all of its capital stock, assets or properties, including its right to receive any product due or to become due hereunder.

**8. Governing Law and Venue**

**THESE TERMS OF SALE AND THE TRANSACTION(S) TO WHICH THEY APPLY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF WISCONSIN AND THE U.S. (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ANY CLAIM BROUGHT UNDER THESE TERMS OF SALE SHALL BE BROUGHT IN A COURT HAVING JURISDICTION IN THE STATE OF WISCONSIN.**