

Attachment A
Weyerhaeuser Standard Terms for Purchases (U.S.)

A. Controlling Documents. These Standard Terms of Purchase (the “Terms”) are incorporated and made part of the contract (“Contract”), which consists of: (a) a signed agreement and/or purchase order (“PO”) generated by Weyerhaeuser identifying the parties and containing key business terms, (b) these Terms, and (c) any other attachments identified in the Contract and/or PO document. Any conflicts between various documents shall be resolved by giving precedence in the following order: (a) terms of any signed agreement (if applicable); (b) wording of the Weyerhaeuser issued PO; (c) this Attachment A; and (d) any specifications, drawings, statement of work, or other attachments or documents incorporated by reference. If the Supplier’s quotation, proposal or invoice is referred to in a PO and/or attached to the Contract, the intent of such reference or attachment is only to specify the nature and description of the Products/Services ordered and only to the extent that such terms are consistent with these Terms. Unless all parties specifically agree in writing, conflicting terms and conditions in any document generated by Supplier will be disregarded in favor of this Contract. This Contract can only be amended by a writing signed by both parties.

B. Safety.

1. Regulatory Requirements/Safety. The Products and Services supplied by Supplier must meet all OSHA and other safety-related Federal and State regulatory agency requirements applicable to such Products and/or Services.

2. Familiarity with Site. Supplier acknowledges Weyerhaeuser facilities (“Sites”) are used for industrial operations and maintained only to standards required for such use. If Supplier is performing services at the Site, Supplier will, at its own initiative and expense, become familiar with, and abide by the Site’s operations and any safety rules or guidelines that govern such Site. Supplier covenants, represents and warrants that any employee and subcontractor (used in performance of Services) will be adequately trained by Supplier and at all times comply with the above-listed standards, as well as any Site-specific safety instructions.

3. Supplier Safety Reporting. If Supplier is performing Services at the Site, Supplier will present, and will cause its subcontractors to present, Experience Modification Rating (“EMR”) and Recordable Incident Rate (“RIR”) rates to Weyerhaeuser upon request. Supplier acknowledges adequate or acceptable EMR and RIR may be a pre-condition to entrance to certain Weyerhaeuser sites and an unacceptable rating may be cause for termination of the Contract. If Supplier is performing Services at the Site, Supplier will promptly report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury that occur on Weyerhaeuser’s property or in connection with the performance of Services to Weyerhaeuser. Supplier agrees to cooperate and help Weyerhaeuser investigate any such incidents.

4. Equipment, PPE. Supplier acknowledges that during the course of performing Services, it may use vehicles, rigging, blocking, scaffolding or other equipment (“Equipment”) owned by Weyerhaeuser or a third party. Prior to using any such Equipment, Supplier will determine, at its sole discretion, the adequacy of such Equipment to perform the required task and inform itself of the appropriate and safe usage of such Equipment. Supplier will indemnify and hold Weyerhaeuser harmless for any claims, loss, liability and expense (including reasonable legal fees and litigation expenses) arising out of the use or misuse of such Equipment, even if such equipment was rented, loaned or furnished to Supplier by Weyerhaeuser. It is Supplier’s sole responsibility to provide necessary and adequate personal protective equipment (“PPE”) for its employees/subcontractors (“Supplier’s Personnel”). However, in the event that Supplier’s Personnel uses Weyerhaeuser provided PPE, Supplier will indemnify and hold Weyerhaeuser harmless against any and all Claims related to or caused by the use or misuse of such PPE.

5. Clean-Up. Upon completion of Services, Supplier, at its cost, will remove all excess materials, equipment and rubbish and leave premises in a clean condition.

6. Drug & Alcohol Policy. If the Supplier is performing Services at the Site, Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any alcohol or illegal drugs. Supplier agrees to have an established, appropriate drug and alcohol policy for its employees.

7. Hazardous Materials; MSDS. If applicable, Supplier will provide each Site with all appropriate Material Safety Data Sheets (“MSDS”) at the time of delivery of each shipment of Products/Services which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials in the performance of Services, Supplier assumes responsibility and will indemnify, defend and hold harmless Weyerhaeuser from and against any and all claims, loss, liability and expense (including reasonable legal fees and litigation expenses) arising out of Supplier’s unloading, discharge, storage, handling, or disposal of any chemical or container therefore, including the use of such chemical or container alone or in combination with other substances, and for Supplier’s noncompliance with any related laws or regulations.

C. Changes. Weyerhaeuser may request changes in specifications or drawings or increase or decrease the quantities of, Products and/or Services originally ordered. If any such changes require changes to design, fabrication methods, alters the amount due or delivery schedules, then Supplier must immediately notify Weyerhaeuser in writing, so that Weyerhaeuser can decide whether to proceed with the requested change and also so that Weyerhaeuser and Supplier can mutually agree on revised costs and performance requirements.

D. Pricing & Taxation. Pricing is specified in the Contract or PO. Supplier will inform itself of and will comply with all federal, state and local tax laws, codes, and regulations that are applicable to performing this Contract. Pricing shall exclude all sales taxes and any such taxes shall be shown separately on the invoice. Supplier agrees to cooperate with Weyerhaeuser to accurately determine each party’s sales/use tax liability and minimize such liability wherever possible. Weyerhaeuser is required to file an information return to the Internal Revenue Service with respect to the income earned by Supplier if a PO includes the requirements of Supplier to provide installation supervision, start-up, training, performance testing or any other type of service. Given changing state & local laws pertaining to the taxation of services and digital goods, the parties agree to cooperate to accurately determine each party’s sales/ use tax liability under this Agreement. Supplier’s invoices shall separately state the taxable and non-taxable charges on services rendered as well as sales/use tax due in each state on the taxable services.

E. Payment Terms; Audit Rights. Weyerhaeuser's obligation to pay invoices is conditioned on receipt of a timely and correct invoice as well as conforming Products or Services. Unless provided in the Contract or PO, Weyerhaeuser will pay net 30 days after receipt of conforming Products/Services and an accurate invoice. Weyerhaeuser retains the right of setoff for any amount due or owing to Weyerhaeuser or its affiliates. Supplier will accept direct deposit payments from Weyerhaeuser for all invoices and payments (i.e., ACH). Supplier will provide information necessary to permit Weyerhaeuser to make such direct deposit payments. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with GAAP. Supplier's records and processes pertaining to the performance of this Contract may be subject, after reasonable notice and during normal business hours, to inspection and audit by Weyerhaeuser. Supplier will preserve and make available such records/policies for two years from later of the conclusion of the term or the final payment on a Contract or PO.

F. Inspection; Drawings; Specifications. Weyerhaeuser will be given a reasonable opportunity to inspect Products for physical damage, defects, packaging integrity problems, and shortage. Weyerhaeuser will have 120 days from the time any latent or hidden defects in Products or Services are brought to Weyerhaeuser's attention to notify Supplier of such defect. If Products or Services do not conform to the Specifications, or are otherwise defective, Weyerhaeuser will notify Supplier and offer Supplier a reasonable opportunity to remedy. Alternatively, Weyerhaeuser may, at its sole election, return non-conforming Product to Supplier at Supplier's expense, and receive either a credit or refund of purchase price. If Weyerhaeuser elects to return the Product, it will not waive any other remedies that may be available at law or at equity. Weyerhaeuser's review of drawings and/or specifications does not constitute approval and will not relieve Supplier of responsibility for compliance with all specifications, laws, codes or regulations as applicable in performing this Contract.

G. Subcontractors. In the event that subcontractor(s) are used in performance of the Contract, Supplier is responsible for the performance of the subcontractor (regardless of tier) and will indemnify and hold Weyerhaeuser harmless in the event of negligent, reckless or intentional misconduct by the subcontractor. In addition, Supplier represents and warrants that any on-Site subcontractors used by Supplier have complied with all the insurance requirements set forth in this Contract (including the naming of Weyerhaeuser as an additional insured). Supplier agrees not to employ a subcontractor to perform on-Site Services without first obtaining Weyerhaeuser's written consent.

H. Title & Risk of Loss, Shipping. Unless specified in the Contract or PO document, title to any Products sold under this Contract and risk of loss will pass to Weyerhaeuser when shipments are received by Weyerhaeuser at the specified delivery point (FOB Destination). Supplier will suitably pack, mark and ship materials in accordance with Weyerhaeuser's instructions and in accordance with all applicable laws, and, if so instructed by Weyerhaeuser, will meet the transportation requirements of common carriers to secure the lowest transportation costs.

I. Quality & Warranty.

1. Warranty. Supplier represents, warrants and covenants that, for a period of no less than twelve (12) months from the date upon which the Products are put into use or the Services are finished being performed, or from the date when any applicable performance specifications and/or guarantees have been achieved, whichever occurs later (the "Warranty Period"), that: (a) Products will be (i) consistent with or greater than prevailing industry standards of quality, (ii) appropriate for any specified application, (iii) free from defects in design, material and workmanship and (iv) compliant with all applicable specifications; and (b) Services will be (i) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (ii) appropriate for any specified application, and (iii) free from defects.

2. Performance Guarantee Achievement. For the purpose of determining whether Products or Service are defective or deficient (resulting from faulty design, material and/or workmanship), performance specifications/guarantees that are specified in the Contract or the PO are not achieved until the defect or deficiency is remedied and the Products or Services are performing within all specifications at full production rates on a continuous basis.

3. Replacement of Products/Rework of Services. If Products do not comply with the warranty set forth in Section I.1, above or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials and equipment, and labor, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part of component. If the Services do not comply with the warranty set forth in Section I.1, above, during the Warranty Period, Supplier will re-perform the Services, without cost of any kind to Weyerhaeuser.

4. Technical Support. During the Warranty Period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents.

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

J. Representations. Supplier represents and warrants that: (a) it has full power and authority to enter into this Contract and perform its obligations; (b) this Contract is the legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) it has good and marketable title to Products delivered to Weyerhaeuser and that Products and Services will be free from all liens and encumbrances; (d) the Products and Services do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (e) if Services are provided, Supplier has assured that its employees or subcontractors providing Services are adequately skilled and experienced; and (f) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under this Contract. Further, Supplier represents and warrants that the signing and delivery of this Contract by the Supplier and the performance by the Supplier of all of the Supplier's obligations under this Contract will not breach any Contract to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; violate any law, judgment, or order to which the Supplier is subject; or require the consent, authorization, or approval of any person, including but not limited to any governmental body.

K. Indemnity. Supplier will defend and indemnify Weyerhaeuser, and its affiliates, agents, employees, officers, directors, successors, and assigns (“Indemnified Parties”), against any and all claims such as damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable attorneys’ and consultant fees, and expert fees) (collectively, “Claims”) arising from: (a) a breach of representations or warranties made in the Contract; (b) bodily injury, death, and property damage; and/or (c) Supplier’s negligence or misconduct. Weyerhaeuser will promptly notify Supplier of any such Claim.

L. Intellectual Property. Supplier will indemnify and hold harmless Indemnified Parties from any Claims arising out of any charge that the manufacture or sale of any Products or Services, or the use thereof, by an Indemnified Party or its customers constitutes an infringement of any patent, copyright, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which Weyerhaeuser both provided and controlled the detailed design of such Product. If because of infringement claims any Indemnified Party’s use of Products or Services provided by Supplier is enjoined, Supplier will, at its own expense, either procure for the Indemnified Party the right to continue using the Products or Services or, after consulting with Weyerhaeuser and obtaining Weyerhaeuser’s consent, replace or modify the Products or Services with substantially similar and functionally equivalent non-infringing Products or Services.

M. Dispute Resolution; Remedies. Except in the case of a dispute where the remedy sought is injunctive relief, if a disputes arise under this Contract the parties will first attempt to settle them through mediation. Only if the parties are unable to reach a settlement in mediation (or if the parties cannot agree on the means of mediation) may suit be filed. This Contract is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Any action or proceeding arising out of this Contract will be mediated and/or litigated in courts located in Washington State, USA. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Washington State, USA and waives any objections it may have based on inconvenient forum. The substantially prevailing party will recover all of its litigation costs including reasonable attorneys’ fees. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

N. Liens. At all times, Supplier will keep Weyerhaeuser’s property free of liens arising out of the Service performed or Products delivered hereunder. Weyerhaeuser may withhold any payment otherwise due Supplier until Supplier submits proof of waiver of lien, in a form satisfactory to Weyerhaeuser, that all lienable claims have been fully paid.

O. Compliance. Supplier will implement this Contract in compliance with all applicable federal and state laws, regulations, ordinances, permits and orders regarding labeling, environmental, health, safety, child welfare, nondiscrimination, wage & hour and other workplace laws and regulation. Further, Supplier will obtain all necessary permits and approvals and give all stipulations, certifications and representations that may be required for it to perform this Contract. Supplier represents and warrants that IF it provides any product which incorporates wood, wood fiber, chips or other plants, plant products or derivatives thereof (“Plants”), Supplier is in compliance with the Lacey Act, 16 U.S.C. 3371 et seq. which requires that all Plants incorporated into Products are harvested, taken, possessed transported or sold in compliance with all applicable laws. The Equal Employment Opportunity Clause required under Executive Order 11246 and Section 503 of the Rehabilitation Act (as amended) and the related regulations of the U.S. Secretary of Labor (41 C.F.R. 60-1.4(a) and 60-741.5) are incorporated by reference in this Contract. Unless this Contract is exempted by regulations of the Secretary of Labor, this Contract incorporates by reference paragraphs: (a) 1-4 of the Contract Clause Section of Executive Order 13496; (b) a-m of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era; and (c) a-f of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for disabled workers. If applicable, Supplier shall comply with any notice requirements under Executive Order 13496 (29 CFR part 471.2(d)). Finally, Supplier agrees to abide by the Weyerhaeuser Supplier Code of Ethics, available at: http://www.weyerhaeuser.com/pdfs/company/WY_Code_Ethics_Suppliers.pdf.

P. Limitation of Liability. Except for a party’s indemnification obligations under this Contract, neither party will be liable to the other for consequential or indirect damages, including loss of profits or loss of revenue; provided, however, that nothing contained herein shall in any way exclude or limit: (a) a party’s liability for any and all damages arising out of that party’s intentional acts or omissions; (b) liability for any and all direct damages which may fairly and reasonably be considered naturally from a breach; or (c) the operation of any warranty of Supplier as may be provided in this Contract. Any limitation of Supplier’s obligations hereunder, either by provisions of Supplier’s delivery slips or other instruments shall be void.

Q. Confidentiality; Nonsolicitation. All information regarding this Contract shall be treated as confidential by Supplier, including but not limited to volumes and pricing of Products and/or Services sold under this Contract. Supplier will hold such information in strict confidence, except as required by law, and as needed by contractors in performing this Contract; provided that such contractor agree to be bound to a nondisclosure agreement no less stringent than the obligations in this section. For five years from the date of disclosure, the Supplier will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from Weyerhaeuser, and (b) not use Weyerhaeuser’s information for any purpose other than as needed to perform the Contract. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other. During the longer of the term of the Contract and for a period of one year thereafter or after completion of the applicable Services or final delivery of the Product, Supplier agrees that it will not, without Weyerhaeuser’s written consent, directly, or indirectly through third parties, employ, solicit, engage or retain the services of Weyerhaeuser employees or personnel.

R. Insurance. If Supplier is selling Products, Supplier will obtain and maintain insurance to protect the Products for all risks of loss until received by Weyerhaeuser at the point of delivery. If Supplier works at or provides Services on Weyerhaeuser facilities, prior to commencing work or Services, Supplier will obtain and maintain for the entire duration of this Contract the following insurance coverages on its operations under this Contract: (a) Commercial General Liability (occurrence form), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability (BFPD), with minimum limits of \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate; (b) Comprehensive Automobile Liability (if applicable) covering owned, leased or scheduled vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of \$1,000,000; (c) Workers’ Compensation

or Industrial Accident insurance providing statutory benefits as required by law; and (d) Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of \$100,000 each accident, \$100,000 each employee, and \$100,000 policy limit.

Further, if work or Service is performed on Site(s) by Supplier, "Weyerhaeuser Company and its Subsidiaries" shall be named as an Additional Insured to the Supplier's Commercial General Liability policy evidenced by a copy of the endorsement or a copy of the applicable insurance policy form which is to be attached to the Certificate of Insurance, and delivered to: Weyerhaeuser Company, Insurance Dept NB1-1C7, PO Box 9777, Federal Way, WA 98063-9777. The Additional Insured endorsement form or policy language will include coverage for Supplier's "completed operations" for Weyerhaeuser and will be equivalent to the ISO form CG 2010 1185. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide Weyerhaeuser with a Certificate of Insurance and endorsements or policy forms, noted above, evidencing compliance with the above requirements prior to commencing any work on Weyerhaeuser facilities. Supplier will require its insurance carrier(s) to give Weyerhaeuser at least 30 days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against Weyerhaeuser and its affiliates. Supplier acknowledges that this waiver was mutually negotiated. Insurance companies providing coverages for Supplier and its subcontractors will have an A.M. Best's rating of no less than B+ VII. All insurance or self-insurance of Weyerhaeuser and its affiliates will be excess of any insurance provided by Supplier or subcontractors. Supplier will ensure that its subcontractors (that will be on Weyerhaeuser facilities) have insurance coverage and endorsements consistent with the above.

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

T. Right to Terminate. At Weyerhaeuser's convenience, Weyerhaeuser may terminate the applicable PO by written notice as to all or any part of the Products and/or Services not delivered prior to receipt by Supplier of the notice. Upon receipt of such notice, Supplier shall immediately discontinue all efforts under the applicable PO. Weyerhaeuser's only obligation shall be to pay for Products and/or Services delivered to Weyerhaeuser prior to receipt of the notice of termination. As to Products and/or Services specially manufactured for Weyerhaeuser, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by Weyerhaeuser. Upon such termination, Weyerhaeuser will pay reasonable costs incurred by Supplier directly connected with the PO, including costs and cancellation charges actually incurred by Supplier under subcontracts. Such accounting of the costs shall be provided to Weyerhaeuser within ten (10) days of receipt of the notice to terminate. Such payment shall not exceed the total price of the order, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to any work-in-progress shall pass to Weyerhaeuser.

U. Default. A party will be in default under this Contract if it fails to cure a breach, within 10 business days of receipt of written notice of breach, is adjudicated bankrupt, files for reorganization, becomes insolvent, or if a receiver is appointed for it. In addition to any other available remedies, the non-defaulting party may immediately terminate this Contract without liability by written notice to the defaulting party. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice.

V. Affiliates; Assignment; Notices. "Weyerhaeuser" means Weyerhaeuser NR Company or an affiliate of Weyerhaeuser Company as may be designated in writing by Weyerhaeuser from time to time. Weyerhaeuser may assign any of the benefits or liabilities of this Contract to any of its affiliates or other wholly-owned subsidiaries of Weyerhaeuser Company without Supplier consent. At Weyerhaeuser's request, Supplier shall provide separate billing for such affiliate at no additional charge. Weyerhaeuser may, without seeking consent, assign this Contract to an entity acquiring substantially all the assets of a Weyerhaeuser Site, business unit, or a Weyerhaeuser affiliate. Supplier cannot assign the responsibilities of this Contract without the prior written consent of Weyerhaeuser. Supplier and Weyerhaeuser agree that all notices, requests, demands and other communications required by the Contract must be in writing and be delivered to the parties at the addresses as set forth in on the first page of the Contract or PO document or any other address that a party may designate by notice to the other parties.

W. Contract Interpretation; Nonwaiver. The parties to this Contract represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired. The provisions of the Contract that, by their nature, would continue beyond the termination, cancellation, or expiration of the Contract shall so continue and survive. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. No waiver will be binding on Weyerhaeuser unless it is in writing and signed by the party making the waiver. Weyerhaeuser's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.