

MAINSTREAM PINE PRODUCTS

TERMS AND CONDITIONS OF PURCHASE

Buyer's written acknowledgment of this Product Purchase and Delivery Agreement ("Agreement") (whether by execution of a copy of this Agreement or otherwise), Seller's acceptance of a purchase order or commencement of performance under this Agreement, Seller's delivery of goods or performance of services under this Agreement, or Seller's acceptance of payment for any of the goods delivered or services performed under this Agreement shall conclusively evidence Seller's acceptance of this Agreement, which acceptance shall be strictly limited to the express terms and conditions contained in this Agreement and on any riders or addenda attached to this Agreement that are signed by an authorized representative of Buyer (such signed riders and addenda being collectively referred to later on as "Riders").

If there is a continuing written Agreement signed by Buyer and Seller which relates to the goods, services or mixed goods and services that are the subject of this Agreement (such goods and services being collectively referred to later on in this Exhibit B as "Product"), that continuing Agreement shall be deemed supplemented by the provisions of this Agreement, except to the extent the terms of this Agreement conflict with the express terms of such continuing Agreement, in which case, the terms of the continuing Agreement shall control.

In any other cases, the provisions and documents referred to in this Agreement and on any Riders shall constitute the final, exclusive and entire expression of the agreement between Buyer and Seller with respect to the Product covered by this Agreement and shall supersede all prior and contemporaneous agreements, understandings, negotiations, discussions and proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. Any additional or different provisions, whether contained on Seller's acknowledgment of this Agreement, Seller's quotations, or other communications by Seller, are expressly objected to, rejected and shall be deemed a material alteration of this Agreement, and shall not be binding upon the parties unless set forth in a writing signed by Buyer's authorized representative.

1. **SHIPPING** Will be as expressly provided in this Agreement. Title and risk of loss shall pass to Buyer only upon delivery and acceptance of the Product at Buyer's designated delivery location, unless otherwise expressly stated in this Agreement.

2. **TERMS** Will be as expressly provided in this Agreement. Payment terms shall run from the date of Buyer's receipt and acceptance of conforming Product or a correct invoice, whichever is later.

3. **TAXES** All federal, state, municipal and other governmental excise, sales, use, occupational, export, import or like taxes, tariffs and governmental charges (other than those based upon Buyer's net income) resulting directly or indirectly from this Agreement shall be paid by Seller.

4. **WARRANTIES**

a. **General.** Seller warrants that Buyer shall receive good and marketable title to all Product delivered by Seller to Buyer under this Agreement—free and clear of all liens, security interests and encumbrances of any kind. Seller further warrants that the Product shall conform to Seller's Specifications, meaning the specifications for the Product which are attached to this Agreement and signed by an authorized representative of Seller, or, if such specifications are not attached, Seller's prevailing specifications for the Product at the time of delivery, and that the Product shall be of merchantable quality and fit for the purpose intended by Buyer.

b. **EXCLUSION OF OTHER WARRANTIES.** The foregoing warranties and any additional written warranties or representations that are expressly made part of this Agreement and are signed by an authorized representative of

Seller are in addition to, and shall not be construed as limiting, any warranties implied by law or otherwise available to Buyer.

c. Claims. If any Product fails to conform to the Specifications at the time of shipping or acceptance, then Buyer shall, at its option and specifically subject to the other terms and conditions in this Agreement, require Seller to repair or replace the defective Product at no cost to Buyer. Any claim for breach of Seller's warranty under this Agreement must be made in writing, providing sufficient detail to permit identification of the defect and indicating the date on which Buyer discovered the claimed defect. Such written claim must be sent to Seller (at its address shown at the beginning of this Agreement) by registered or certified mail (return receipt requested), within 30 days after Buyer's discovery of the claimed defect. Any claim not made in accordance with the foregoing shall be conclusively deemed to have been waived by Buyer. Subject to the foregoing, any Product that is claimed to be nonconforming may, at Buyer's election, be returned to Seller at Seller's risk and expense. Seller's acceptance of any Product so shipped shall not be deemed an admission that such Product is nonconforming. If Seller finds that any Product so returned is both nonconforming and covered by the warranties provided under this Agreement, such Product shall be repaired or replaced, and then returned to Buyer, at Seller's risk and expense, within a reasonable time; if, however, Seller finds that any of the Product so returned is either not defective or otherwise not covered by the warranties under this Agreement, such Product shall be reshipped to Buyer at Seller's risk and expense.

d. Exclusive Remedies. Buyer's remedies for any claim relating to the Product shall include, at Buyer's election, the repair, replacement, or refund of nonconforming Product as provided above. The foregoing remedies for breach of warranty under this Agreement shall be in addition to, and not in limitation of, any other rights or remedies available to Buyer under law or equity.

5. SPECIAL HANDLING INSTRUCTIONS If applicable, a copy of Seller's current Safety Data Sheets ("SDS") containing special handling instructions for the Product as of the date of this Agreement shall be provided to Buyer. Seller shall handle, package, label, and ship the Product as specified in applicable law and shall indemnify, defend and hold harmless Buyer against any Loss (as defined below) arising out of any failure by Seller to properly prepare, label, package, or handle the Product in accordance with applicable law or Seller's SDS.

6. PRICE ADJUSTMENTS Will be as expressly provided in this Agreement. No price increase shall be effective without Buyer's prior written consent.

7. FORCE MAJEURE No liability shall result from delay in performance or non-performance in whole or in part if performance as agreed has been made impracticable by the occurrence of any contingency (a "Force Majeure"), the non-occurrence of which was a basic assumption on which this Agreement was made. By way of illustration, examples of Force Majeure include, without limitation, acts of God, fire, flood, accident, riot, war, sabotage, strike, labor trouble or shortage, embargo, or governmental regulation. If a Force Majeure affects Seller's ability to perform, Seller shall promptly notify Buyer and shall use best efforts to resume performance. If Seller's inability to perform continues for more than thirty (30) days, Buyer may, at its option, terminate this Agreement or any part thereof without liability.

8. LIMITATION OF LIABILITY Under no circumstances shall Buyer be liable for any special, consequential or incidental damages for any cause whatsoever arising from or related to the Product even if Buyer has been advised in advance of the possibility of any such damages including, but not limited to, loss of revenue, loss of profits, failure to realize savings, expenses in connection with or by reason of the use of or inability to use the Product, transportation, installation, adjustment or other expenses (including, without limitation, recall expenses) that may arise in connection with the Product, and any liability of Seller to another party. Under no circumstances shall Buyer's liability for damages for any cause whatsoever exceed the purchase price of the Product giving rise to such liability. Nothing in this Agreement shall limit or exclude Seller's liability for personal injury, death, property damage, or other losses caused by Seller's negligence or breach of warranty.

9. LIMITATION OF ACTIONS Any action by Seller for any cause whatsoever arising from or related to the Product must be commenced by Seller within six months from the time the cause of action accrues unless the period for action shall be extended by Buyer in writing. In the interpretation of this limitation of actions as it relates to Seller's warranties under this Agreement, it is expressly agreed that there are no warranties of future performance of the Product that would extend the period of limitation under this Agreement for bringing an action by Seller.

10. PROPERTY AND PATENT RIGHTS Seller agrees that Buyer shall retain for itself all property rights in all designs, engineering details, process details, and other data and rights pertaining to any materials, drawings, or specifications furnished by Buyer, and to all rights of discovery, invention, or patent rights arising out of work done in connection with this Agreement that are paid for by Buyer. Seller warrants that the Product, and Buyer's use or resale thereof, will not infringe any United States patent, and Seller will, subject to Paragraph 8 above, pay those costs and damages, if any, finally awarded against Buyer, but only on condition that: (a) Buyer shall notify Seller promptly in writing of any such claim or action; (b) Seller shall have the sole control of the defense and final settlement of such claim or action, and Buyer shall render to Seller whatever information and assistance may be reasonably required for such defense or settlement; and (c) should any of the Product become, or in Seller's opinion be likely to become, the subject of a claim of infringement, Seller shall, at Seller's sole option and expense, (i) procure for Buyer the right to continue using the Product, (ii) replace or modify the same to become non-infringing, or if neither (i) nor (ii) is reasonably feasible, then (iii) grant Buyer a credit for the purchase price of such Product and accept the return of such Product. The foregoing states the entire liability of Seller with respect to infringement of patents.

11. RESERVATION OF RIGHTS WITH RESPECT TO SELLER'S OTHER PRODUCTS Seller reserves the right to make improvements and changes in formula or design upon its products without any obligation to make such changes or improvements upon the Product or any other products previously manufactured and sold to Buyer, provided such changes do not adversely affect quality, form, or function of Product purchased hereunder.

12. DEFAULT If Seller defaults in any obligation under this Agreement, Buyer shall have all rights and remedies available under law or equity, including the right to cancel this Agreement, reject nonconforming goods, and recover all damages and expenses resulting from such default. Buyer may offset any amounts due to Seller under this Agreement against any amounts owed by Seller to Buyer.

13. INSOLVENCY Buyer may, in its sole discretion, cancel this Agreement (and reject any undelivered Product) immediately after the occurrence of any of the following events: (a) insolvency of Seller; (b) Seller's filing of a voluntary petition in bankruptcy; (c) the filing of an involuntary petition to have Seller declared bankrupt (provided such petition is not vacated within 30 days from the date of filing); (d) the appointment of a receiver or trustee for Seller (provided such appointment is not vacated within 30 days from the date of such appointment); or (e) the execution by Seller of an assignment for the benefit of creditors.

14. INDEMNITY

Seller agrees to indemnify, defend and hold Buyer harmless from and against all losses, damages, costs, expenses, liabilities and obligations of any kind (including, without limitation, reasonable attorneys' fees incurred both before and after suit is filed and, if suit is filed, all other costs of suit at the pretrial, trial or appellate level) (collectively, "Loss") that may ever be suffered or incurred as a result of any injury to person, death, or damage to property caused by any defect in the Product, Seller's negligence, or Seller's failure to comply with this Agreement or applicable law.

15. MISCELLANEOUS

The headings of the Paragraphs in this Agreement are for convenience of reference only and shall not affect the construction or meaning of this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement, and Buyer's acceptance of, or acquiescence in, a course of performance rendered by Seller under this Agreement shall not be relevant to determine the meaning of the Agreement even though Buyer has knowledge of the nature of the performance and an opportunity to object. No alteration of or addition to this Agreement, and no waiver with respect to this Agreement, shall bind Buyer unless expressly assented to in writing by a duly authorized officer of Buyer. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by such invalidity, illegality or unenforceability. The parties agree that the execution and delivery of this Agreement shall be deemed to be the transaction of business within South Carolina for purposes of conferring jurisdiction upon courts located within South Carolina. The parties further agree that the internal laws of the State of South Carolina shall govern the validity, construction, interpretation and effect of this Agreement, without regard to any choice of law principles which would require the application of the law of any other jurisdiction. Any legal action or proceeding with respect to this Agreement may only be brought in the Federal or State courts of the State of South Carolina and by execution and delivery of this Agreement, the parties hereto consent, for itself and in respect of its property, to the exclusive jurisdiction of those courts. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or later on have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement. The parties hereto each waive personal service of any summons, complaint or other process, which may be made by any other means permitted by South Carolina law.