



PURCHASE ORDER TERMS

Effective March 11, 2020

TERMS AND CONDITIONS OF PURCHASE

1. **Applicable Terms.** This purchase order (this "Order") is an offer by Verso Corporation or, if this purchase order is issued pursuant to a separate written contract (a "Contract"), by the buyer specified in the Contract (in either case, the "Buyer") for the purchase of the goods or services (the "Transaction") specified on the face of this Order from the party to whom the Order is addressed ("Seller"), all in accordance with and subject to these Terms and Conditions and the terms and conditions on the face of this Order (collectively, "Terms"). This Order further applies to any repaired or replacement goods or services provided by Seller hereunder. This Order may be accepted by Seller only in accordance with the Terms hereof and Seller's acceptance is expressly limited to such Terms. Any acceptance herein of an offer of Seller or any confirmation herein of a prior agreement between Buyer and Seller is expressly made conditional on Seller's assent to the additional or different terms contained herein. If the Transaction is the subject of a Contract, the Transaction will be governed by the terms and conditions of the Contract unless the Contract expressly incorporates these Terms. These Terms prevail over Seller's general terms and conditions of sale or any other document issued by Seller, and not specifically agreed to by Buyer, in connection with the Transaction.
2. **Acceptance.** This Order may be accepted by Seller by commencement of work, shipment of goods or furnishing the services hereunder. Dispatch of Seller's acknowledgment form or other written documentation will also act as an acceptance if it agrees with this Order with respect to the description, amount, price and time of delivery of the goods or services ordered. Buyer may withdraw this Order any time before it is accepted by Seller.
3. **Acknowledgement and Shipment.** Seller must acknowledge this Order immediately by advising Buyer of when shipment will be made and confirming method of shipment and/or advising when services will be provided. Unless otherwise agreed in writing, time is of the essence and prompt shipment and/or commencement of work is required. Seller must notify Buyer promptly of any delay. If an Order does not meet Seller's minimum order requirements, Seller must promptly notify Buyer, in which event Buyer reserves the right to either cancel or increase this Order.
4. **Delivery/Title.** Seller must deliver the goods and/or commence work on the date(s) specified in this Order. Unless otherwise agreed in writing, delivery of goods will be DDP (Buyer's mill)(Incoterms 2010). The ownership and legal title to, benefit of possession and control over and risk of damage to or loss will pass to Buyer upon acceptance at the final delivery point.
5. **Packing Charges.** All goods are to be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in an undamaged condition. No charges for boxing, packing or crating will be allowed unless agreed to in writing and signed by Buyer's authorized agent.
6. **Identifying Numbers.** Order number, vendor number and, if shown on this Order, Buyer's stock number must appear on all packages, packing slips or correspondence pertaining to this Order.
7. **Bills of Lading and Shipping Memoranda.** All bills of lading and shipping memoranda must be provided as required to the destination of the goods immediately upon shipment.
8. **Inspection, Return and Substitution.** Goods purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods that are not in full accordance with Buyer's instructions, specifications, drawings or designs, as the case may be. Goods not accepted will be returned at Seller's expense. Any inspection or other action, including payment for any goods, will not reduce or otherwise affect Seller's obligations under this Order nor will such action be deemed an acceptance thereof. All substitutions must be agreed to in writing prior to shipment.
9. **Invoices.** Unless provided otherwise on the face of this Order, Seller must issue an invoice to Buyer on or any time after the completion of delivery of goods or services and only in accordance with the Terms. Invoices must contain the following information: (a) Order number, item number, Buyer's stock number, description of goods or services, sizes, quantities, unit prices and extended totals; and (b) bill of lading number and weight of shipment for shipments shipped FCA (shipping point)(Incoterms 2010). All invoices must be issued in the same unit of measure as shown on this Order. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
10. **Discounts.** In connection with any discount offered for prompt payment, time for earning the discount will be computed from the latest of: (a) the date of delivery of the goods to the carrier (when acceptance is at shipping point); (b) the date of delivery of the goods at the destination or port of embarkation (when delivery and acceptance are at either of these points) or (c) the date on which the correct invoice or voucher (in strict accordance with this Order) is received in the office specified by Buyer. For the purpose of earning such discount, payment will be deemed to be made on the date of mailing of Buyer's check.
11. **Changes.** Buyer may at any time, by written notice, make changes in: (a) drawings, designs or specifications (where the goods to be furnished are to be specially manufactured for Buyer in accordance therewith); (b) method of shipment or packing and (c) time or place of delivery. If any such changes cause an increase or decrease in the cost of, or time required for, performance of this Order, Seller must advise Buyer of such increase or decrease. Buyer will in turn advise Seller if it agrees that an adjustment will be made in the price or delivery schedule, or both.
12. **Variation in Quantity.** No variation in the quantity of any goods called for by this Order will be accepted, unless agreed to in writing and signed by Buyer's authorized agent.
13. **Warranty.** Unless otherwise provided on the face of this Order, Seller warrants that all goods and services delivered under this Order will be free from defects in workmanship, material and design for a period of one year from the date of the final acceptance by Buyer. Seller also warrants that all goods and services delivered under this Order will (a) conform to applicable drawings, designs or specifications and any other requirement specified by Buyer, (b) be fit for their intended purpose and operate as intended, (c) be merchantable, (d) be free and clear of all liens, security interests or other encumbrances and (e) not infringe upon or misappropriate any third party's patent or

other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by Buyer and are cumulative and in addition to any other remedies provided by law or equity. Goods or services that do not meet these warranties, or that develop a defect within the warranty period set forth in this paragraph 13, must be repaired, replaced or re-performed, at Buyer's sole absolute option, at no charge to Buyer (including transportation charges to and from Buyer's mill). All freight charges involving the return to Seller of defective goods will be for Seller's account. Seller must repair, replace or refinish with like apparatus or goods or service any existing work or the Buyer's property, that are damaged during any such repairs, replacement or refinishing, or that may have been damaged as a result of defective work; and, upon final acceptance by Buyer, the services must be free from any and all defects in material, workmanship or finish for a period of one year. Seller further warrants that all services will be performed in a professional and workmanlike manner.

14. **Indemnification and Insurance.** If this Order involves the purchase of services or goods with on-site labor, Seller agrees to indemnify, hold harmless and defend Buyer, its affiliates, agents, servants, employees and subcontractors from and against any and all claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) that Buyer incurs for any and all damage or injury of any kind or nature whatsoever (including death) to all persons (including those employed by Seller) or property, to the extent such is caused by, results from, arises out of or occurs in connection with the negligent acts, omissions or willful misconduct of Seller. Upon demand, Seller agrees to assume on behalf of Buyer the defense of any action, at law or in equity, that may be brought against Buyer upon any such claim and to pay on behalf of Buyer the amount of any settlement or the amount of any judgment that may be entered against Buyer in any such action; provided, however, that Seller must not agree to any settlement without Buyer's prior written consent, unless Seller fully relieves Buyer from any and all liability, including admissions of fault. Seller hereby expressly waives any immunity from suit by Buyer that may be conferred by the workers' compensation laws or any other law of any state that would preclude enforcement by Buyer of the indemnification provisions herein. Seller further agrees to pay any reasonable attorneys' fees and expenses incurred by Buyer in securing compliance with these indemnification provisions. Unless otherwise agreed in writing, during the term of this Order and throughout the pendency of its activities on Buyer's premises, Seller agrees, at its own expense, to maintain and carry, the following minimum insurance with an insurance company or companies duly admitted in the state(s) where the on-site labor is to take place and rated A- or above by A.M. Best: (a) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products-Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury, covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a business contract); (b) Business Automobile Liability insurance in an amount not less than \$1,000,000 per accident; and (c) Workers' Compensation and Employer's Liability insurance covering all Seller's employees and including Seller's owners, partners, proprietors, and executive officers regardless of any opt-out provisions under the applicable state workers' compensation law and Employer's Liability shall be in an amount not less than \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury from disease. The above minimum insurance in no way limits or restricts Seller's liability or indemnification obligations. The required Commercial General Liability insurance shall name Buyer as an Additional Insured with regards to Seller's ongoing operations and products-completed operations. Additional Insured coverage shall apply as primary insurance with respect to, and will not seek contribution from, any other insurance available to Buyer. Seller shall obtain from its insurers a waiver of subrogation on Commercial General Liability Insurance and Workers' Compensation and Employers' Liability Insurance in favor of Buyer. Seller is responsible for all deductibles and/or self-insured retentions on all insurance. Seller will provide Buyer with a Certificate of Insurance evidencing all insurance required under the terms of this Order, and such certificate will contain the Additional Insured and waiver of subrogation endorsements. Seller must provide to Buyer thirty (30) days' prior written notice of cancellation of the coverages required herein.
15. **Right to Audit.** If this Order involves services, repairs or materials that reflect a cost plus or unit pricing method of purchasing, all charges based on time, materials or third party rentals, are subject to examination by Buyer. Seller must maintain detailed records and accounts, satisfactory to Buyer, of all costs entering into the performance of such services, repairs or materials. Buyer, or any designated agent retained by Buyer, must have the right at any reasonable time to audit, at Seller's expense, Seller's job books, records, receipts, correspondence and accounts insofar as they relate to matters covered by this Order and charges made under this Order. Seller agrees to preserve such materials and documents for at least three (3) years after completion of services, repairs or materials hereunder.
16. **Termination.** Buyer may terminate this Order, in whole or in part at any time, with or without cause, by giving written notice to Seller. In the event this Order is terminated as a result of Seller's default, Seller will be liable for all damages allowed in law or equity, including the excess cost of re-procuring similar goods and services. If this Order is terminated for the convenience of Buyer, Seller will be compensated to the extent that the goods and/or services have been accepted by Buyer prior to the effective date of termination. Other than to the extent set forth in this paragraph 16, Buyer will not be liable to Seller for any damages on account of its failure to accept all of the goods and/or services ordered.
17. **Confidentiality/Trade Secrets.** All specifications, data and other information furnished by either party or its agents, to the other party in connection with this Order remain the exclusive intellectual property of the disclosing party and must be treated by the receiving party as proprietary, whether or not marked or designated or otherwise identified as "confidential," and must not be disclosed or used outside the limitation of this Order, without prior written approval of the disclosing party. In addition, the purchase of Seller's goods or services does not authorize Seller to use the name of, or make reference to, Buyer for any purpose in any releases for public or private dissemination, nor will Seller divulge or use in any advertisement or publication any specifications, data or other information pertaining to or relating to this usage without prior written approval of Buyer.
18. **Infringements.** If a claim or suit is brought against Buyer alleging that the goods or services, or any portion thereof, or any parts or equipment covered by this Order or their use as such constitutes an infringement or misappropriation of any patent, copyright, trademark, trade secret or other right of any third party, Seller must indemnify, hold harmless and defend Buyer and pay any amounts incurred by or awarded against Buyer, including reasonable attorneys' fees and expenses, for such infringement or misappropriation; provided Buyer

gives Seller prompt written notice. Seller must not agree to any settlement without Buyer's prior written consent, unless Seller fully relieves Buyer from any and all liability, including admissions of fault.

19. **Compliance With Laws.** All goods and services covered by this Order must be produced or performed in accordance with applicable local, state and federal laws, including those dealing with the Fair Labor Standards Act and with protection of the environment. Seller and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as projected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
20. **OSHA.** Seller agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 (the "OSH Act") and the standards and regulations issued thereunder. Seller certifies that all goods furnished and all services performed hereunder will comply with said standards and regulations. Seller further agrees to indemnify, hold harmless and defend Buyer from and against any loss, damage, fine, penalty or any expense whatsoever incurred by Buyer, as a result of or arising out of, Seller's failure to comply with the OSH Act and any standards or regulations issued thereunder. Seller agrees to adhere to Buyer's safety policies and procedures.
21. **Chemical Substances Identification.** By acceptance of this Order, Seller certifies that any chemical substance(s) furnished pursuant to this Order have been properly labeled, and that proper information of the substance(s), e.g., material safety data sheets, have been provided to Buyer pursuant to any federal state or local legislation. Seller will be responsible for handling and removal from Buyer's premises of any excess goods or substances brought onto Buyer's premises by Seller.
22. **Compliance with Anti-Bribery and Anti-Corruption Laws.** Seller represents and agrees that (a) Seller will comply with all applicable federal, state, local and foreign laws, rules, regulations, ordinances, codes, orders, decrees and sanctions relating to anti-bribery and anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act and the United Kingdom's Bribery Act; (b) Seller will comply with Buyer's anti-bribery, anti-corruption and conflicts-of-interest policies, as the same may exist and be amended from time to time, a copy of which Buyer will provide to Seller upon written request; (c) Seller will ensure that any person who or entity that performs services for or on its behalf (an "Associated Person") in connection with this Order complies with the requirement in clause (a); (d) Seller will not enter into any agreement with any Associated Person in connection with this Order, unless such agreement contains undertakings on the same terms as are contained in this Section 22; (e) Seller has established, and will maintain in place, effective accounting procedures and internal controls to ensure that all expenditures in connection with this Order are recorded accurately, completely and in a timely manner and that any potentially illegal payment can be identified; (f) upon request by Buyer from time to time, Seller will confirm in writing that it has complied with its undertakings in clauses (a)-(e) and will provide any information reasonably requested by Buyer in support of such compliance; and (g) Seller will notify Buyer of any breach of any of the undertakings in clauses (a)-(e) as soon as reasonably possible after it becomes aware of such breach. Any breach of any of the undertakings in this Section 22 will be deemed to be a material breach of this Order for the purpose of Section 16.
23. **Amendment.** This Order may not be amended, supplemented or modified except by a written agreement executed on behalf of all the parties by their authorized representatives.
24. **Entire Agreement.** This Order is a complete and exclusive statement of the entire agreement between the parties with respect to the Transaction, except as may be set forth in a Workers' Compensation Indemnification Agreement, and supersedes any and all prior negotiations, promises, understandings, agreements, representatives, warranties and courses of conduct and dealing, whether written or oral, between the parties. No term or condition set forth in any other material submitted by Seller will apply to the Transaction or be binding on the parties unless the term or condition is expressly set forth in this Order.
25. **Governing Law.** Except when the site of Buyer's facility where services are performed is located in a state other than Ohio and the laws of such location require otherwise, this Order is governed by, construed under, and enforced in accordance with the laws of the State of Ohio from time to time without regard to the conflicts-of-laws principles or provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order. Except when the site of Buyer's facility where services are performed is located in a state other than Ohio and the laws of such location require otherwise, any action, suit or other legal proceeding arising from or based upon the Transaction or this Order must be brought in a court of competent jurisdiction in Montgomery County, Ohio, and must be instituted within one year after the cause of action has arisen or otherwise will be barred. Both parties consent to the jurisdiction and venue of the courts referenced herein and agree not to assert the defense of forum non-conveniens.
26. **Cooperation.** Seller shall fully cooperate with Buyer in any investigation into any incident and/or compliance with any safety policies that Buyer conducts regarding Seller's employees and/or Buyer's employees. This includes without limitation that Seller shall: (a) promptly (within three days of any request) make available for interviews conducted by Buyer, including without limitation counsel retained by Buyer, any and all of its employees who are working or have at any time worked at Buyer's facility who were involved in or may have witnessed any incident or have knowledge of any persons, equipment or safety policies being investigated; (b) preserve any and all clothing, effects, personal protective equipment, and other items on any of Seller's employees at the time of any incident; and (c) provide copies of any safety training or other documentation requested by Buyer regarding its investigation. Any breach of this Section 26 shall be deemed to constitute bad faith and subject Seller to adverse inferences in any litigation and additional damages, including without limitation punitive damages.
27. **Assignment.** Seller will not assign, delegate or subcontract this Order or any of its rights and obligations thereunder without the prior consent of Buyer. Any purported assignment, delegation or subcontract in violation of this provision will be null and void. No assignment, delegation or subcontract by Seller will relieve Seller of any of its obligations hereunder. Buyer may assign this Order and its rights and

obligations hereunder, without the consent of Seller, to any affiliate of Buyer, the acquirer of all or substantially all of Buyer's assets or of the mill or mills that use the goods and services purchased hereunder, or the surviving entity in a merger or consolidation involving Buyer.

28. **Notices.** All notices, consents, waivers and other communications required or permitted under this Order must be in writing and will be deemed given to a party when (a) delivered by hand or a nationally recognized delivery service, (b) sent by email or facsimile with confirmation of transaction or (c) sent by certified mail, return receipt requested, and received or rejected by the addressee, in each case to the address, facsimile number or email address as the party has designated on the face of this Order.
29. **Rights and Remedies.** No failure or delay by any party to exercise any right or remedy under this Order will operate as a waiver of such right or remedy. No exercise of any such right or remedy precludes any further exercise of such right or remedy or the exercise of any other right or remedy. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for, any and all other rights and remedies available at law, in equity or otherwise.
30. **Waiver.** No claim or right arising from the Transaction or this Order may be waived by a party unless such waiver is in writing and is signed by the waiving party. No waiver given by a party will be applicable except in the specific instance for which it is given.
31. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Order will be construed as creating any agency, partnership or joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has the authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity will be construed from this Order.
32. **Severability.** If a court of competent jurisdiction holds that any provision of this Order is illegal, invalid or unenforceable, then such holding will not affect the other provisions of this Order, and such provision will be modified by the court to the extent necessary, in the court's opinion, to make it fully legal, valid and enforceable while preserving the parties' intent and agreement set forth in this Order to the fullest extent possible.
33. **Survival.** The provisions of this Order that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, without limitation, the following provisions: Warranty; Indemnification and Insurance; Right to Audit; Confidentiality/Trade Secrets; Governing Law; Cooperation; Severability and Survival.