



Purchase Order Terms and Conditions

1. INTEGRATION

Purchases by Packaging Corporation of America and its subsidiaries and affiliates; including Boise White Paper, L.L.C.; PCA Central California Corrugated, LLC; PCA Corrugated and Display, LLC; BCT Inc.; Hexacomb Corporation; and Hexacomb Canada Corp. ("PCA"), are governed by these terms and conditions, unless the parties have entered into a mutually executed written master agreement stating applicable terms and conditions. Seller agrees to sell, and PCA agrees to buy, the goods, articles, materials, or services (collectively, the "Goods") described on a PCA Purchase Order ("PO") for the price, at the time, and on the terms of payment shown on the PO. This PO and the provisions of any drawings, prints, plans, descriptions, specifications, samples, data, and other documents expressly referred to therein and adopted by reference ("Documents") constitute the entire agreement and supersede all proposals, negotiations, and counterproposals.

2. CONTROLLING TERMS

PCA objects to the inclusion of any different or additional terms by Seller in Seller's acceptance of this PO. If Seller includes or attaches any different or additional terms in Seller's purported acceptance, commences performance, or tenders the Goods, a contract of sale will result upon the terms and conditions as stated herein, without inclusion of any different or additional terms and conditions.

3. QUALITY

All Goods furnished must strictly conform to the Documents and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of PCA. In the event no quality is specified, the Goods must be at least equal to the standards of the industry. PCA shall have the right at all times during the performance of this PO to conduct such tests and inspections as it deems necessary to assure Seller's compliance with this PO. PCA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

4. PRICE AND DISCOUNTS

The price set forth on the PO is not subject to escalation unless an escalation formula is expressly provided for on the face of the PO. Payment terms are net 45 days unless otherwise agreed. If a prompt payment discount is provided for on the PO, the discount period begins when the Goods or invoices are received, whichever is later, provided the

period will be extended for delays caused by errors in invoicing or good faith disputes over the accuracy of the invoice. PCA may, prior to making any payment due under this PO, require Seller to deliver lien waivers from itself and each of its subcontractors and materialmen for Goods previously delivered. Any request for payment issued more than six months after the date of delivery of the goods or services will not be honored.

5. CHANGES

Changes may be made by PCA at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this PO for PCA. The price specified on the PO shall be adjusted pro rata if the change is in quantity, or by mutual agreement if the character or Goods or other terms are changed so as to increase or decrease the cost to Seller. Upon PCA's request, Seller shall provide satisfactory evidence from which adjustments based on cost can be determined.

6. DELAY

Time is of the essence to this PO. At the outset of any delay from any cause, including Force Majeure, Seller shall immediately notify PCA in writing of the delay or anticipated delay and shall undertake to shorten the delay by all reasonable means. If such delay is caused by Force Majeure, the costs of shortening the delays shall be paid by PCA to the extent such costs are attributed to action authorized by PCA. If the delay is from any other cause, Seller shall be solely responsible for the costs of overcoming delays.

7. FORCE MAJEURE

Neither party shall be liable for any delay or failure to deliver or accept any or all of the Goods where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control ("Force Majeure"). Where only a portion of Seller's capacity to perform is so impaired, Seller shall make a fair allocation of its remaining production among the various customers then under contract for similar Goods during the period. If this PO is for Goods to be used in the regular production of PCA's facility, PCA may at its option delete the undelivered goods from this PO or appropriately extend the time for performance of this PO.

8. INDEMNITY

Seller shall indemnify, defend, save, and hold PCA harmless from and against any loss, damage, expense (including reasonable attorneys' fees), responsibility, or liability for injury or death of persons, and loss, damage to, or destruction of property belonging to PCA or others, or for claims therefor, regardless of whether PCA has suffered actual loss, damage, or expense ("Loss"), where the Loss results from, pertains to, or arises out of Seller's performance of the PO. Seller's indemnity obligations apply to any negligent acts, omissions to act, or willful misconduct, whether active or passive, on Seller's part, and extend to claims asserted after termination of the PO. Seller's indemnity obligations extend to the fullest extent permitted by law to the joint or concurrent negligence of Seller and PCA, but do not extend to losses caused by PCA's sole negligence or willful misconduct. Seller's indemnity obligations extend to all attorneys' fees incurred by PCA in establishing PCA's right to indemnification. This indemnity extends, without limitation, to the personal injury

or death of PCA's and Seller's employees and employees of Seller's agents, assigns, and subcontractors. To the extent necessary to indemnify, defend, save and hold harmless PCA, Seller expressly waives any immunity or exemption from liability for the personal injury or death of Seller's employees that may exist under, or any right of indemnity or subrogation from or against PCA created by, any applicable workers' compensation laws. As used in this indemnity, acts referred to as being those of PCA or Seller, as the case may be, include acts of each party's directors, officers, employees, agents, representatives, subcontractors, and assigns. Except for claims of loss caused by PCA's sole negligence or willful misconduct, Seller shall assume and pay the defense costs of any lawsuit or administrative proceeding brought against PCA upon any claim of Loss, and pay, on PCA's behalf, the amount of any settlement that may be reached on PCA's behalf, or judgment that may be entered against PCA. The parties intend that any Loss to which the foregoing indemnity does not, either by its terms or by operation of law extend, will nonetheless be compensated by and to the extent of the insurance coverage purchased or required to be purchased and/or maintained by Seller under the PO. If any of the provisions of this section or any other provisions of the Documents is invalid, illegal, or unenforceable under any respect, the validity of the remaining provisions contained in this section and the Documents will be in no way affected, prejudiced, or disturbed.

9. INSURANCE

Seller shall carry the following liability insurance coverage, which must be primary and noncontributory: (a) commercial general liability including coverage for premises and operations, products and completed operations, broad form property damage, contractual liability, explosion, collapse, and underground hazard and personal injury liability; (b) commercial automobile liability covering all owned, hired, and non-owned automobiles used in Seller's performance of the PO; and (c) workers' compensation and employer's liability coverage. **Coverage limits on Seller's commercial general liability policies must have a combined single limit for bodily injury and property damage of at least \$1,000,000 each occurrence; at least \$1,000,000 for personal injury liability; at least \$2,000,000 aggregate for products/completed operations; and at least \$2,000,000 general aggregate;** provided that, in the event Seller's insurance limits are greater than required herein, then such increased limits shall apply. Coverage limits on Seller's automobile liability policies must have a combined single limit for bodily injury and property damage of at least \$1,000,000 for each accident; coverage limits on Seller's workers' compensation coverage shall be in accordance with all applicable state laws; and coverage limits on Seller's employer's liability policies must be provided in amounts of at least \$1,000,000 each accident for bodily injury by accident, at least \$1,000,000 policy limit for bodily injury by disease, and at least \$1,000,000 for each employee for bodily injury by disease. **SELLER SHALL NAME PCA AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY POLICIES UTILIZING INSURANCE FORMS CG 20 10 07 04 (OR ANY EARLIER VERSION OF CG 20 10 BACK TO CG 20 10 11 85) AND CG 20 37 07 04 OR THEIR SUBSTANTIAL EQUIVALENTS WITH RESPECT TO LIABILITY OR CLAIMS OF LIABILITY ARISING OUT OF SELLER'S PERFORMANCE OF THE PO.** The parties intend this provision to be an express waiver of immunity under any applicable Workers' Compensation laws and Seller's commercial general liability

coverage shall not contain any third party action over exclusion(s) or similar endorsements or limitations. **PRIOR TO COMMENCING THE PERFORMANCE OF THE PO, SELLER SHALL DELIVER TO PCA CERTIFICATES EVIDENCING ALL SUCH COVERAGE IN INSURANCE COMPANIES ACCEPTABLE TO PCA.** All certificates must contain a provision stating that the coverage they represent shall not be terminated or modified without 30 days' prior written notice to PCA. All policies outlined in this Section 9 must contain a waiver of subrogation clause under which the insurer waives all rights of subrogation it may have under that policy as relates to PCA. PCA's failure to demand such certificates or other evidence of full compliance with these insurance requirements, or PCA's failure to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Seller's obligation to maintain such insurance. The insurance requirements set out in this section are not intended to diminish or limit any indemnification obligations expressly set forth in this Agreement.

10. SITE WORK

Seller hereby warrants and represents that it has inspected the work site and is familiar with all working conditions which exist there, including subsurface conditions, and that it has made due allowance for such conditions in its price calculation and estimate of time for completion. Unless otherwise instructed by PCA, Seller will provide for receipt, unloading, storage, and protection of all materials for the work whether such materials are purchased by Seller or PCA. Seller shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash, and refuse. Seller shall be responsible for the proper use and storage of all Hazardous Substances, as defined by 40 C.F.R. 302.3, and all Hazardous Chemicals, as defined by 29 C.F.R. 1910.1200. Seller shall not generate any Hazardous Wastes, as defined by 40 C.F.R. 261.3, on site, without prior written authorization from PCA. In the event Seller generates such Hazardous Waste, Seller must notify PCA of the type and quantity and arrange with PCA for proper storage and disposal, at Seller's sole expense. Seller shall at all times coordinate its work and cooperate with the forces of other contractors on the work site and PCA's own forces. Seller shall at all times conduct itself in a safe and prudent manner in compliance with all applicable federal, state, and local safety laws, rules, and regulations, and all safety rules of PCA, including PCA's drug and alcohol policy. Seller's relationship to PCA under this PO shall be that of an independent contractor. Seller shall not be deemed to be or hold itself out to be the agent or employee of PCA for any purpose.

For POs performed in Louisiana only, the following shall apply: The Louisiana Legislature passed legislation on June 5, 1997, Act 315, which permits contracts to recite in writing the "statutory employer" status of the parties to this Agreement. The Governor signed the legislation on June 17, 1997, and it became effective on that date. Pursuant to and in accordance with the legislation, Seller and PCA agree that a statutory employer relationship as envisioned by La.R.S. 23:1061(A), as amended by Act 315 of 1997 (the "Act"), exists between PCA and the employees of Seller, whereby PCA is the statutory employer of Seller's direct, borrowed, special or statutory employees. Seller and PCA agree that the Goods to be provided by Seller under the PO are part of PCA's trade, business or occupation and is an integral part of, or essential to, the ability of PCA to generate its own goods, products or services. The parties agree that PCA is a statutory employer only for

purposes of the Act. Notwithstanding the foregoing, Seller shall remain primarily responsible and liable for the payment of Louisiana worker's compensation benefits and insurance premiums to and for its employees and shall not be entitled to any indemnity or contribution for any such payments from PCA.

11. SHIPPING

Unless otherwise expressly provided, Seller shall be obligated to make delivery F.O.B. PCA's premises as designated. Seller will indicate plainly the PO number on all bills of lading, invoices, and freight bills. Each package or shipment must contain a memorandum showing Seller's name, contents of package, and PO number. Partial shipments must be identified as such on shipping memoranda and invoices. When shipping, Seller will make no declaration of value to carrier except where shipment is subject to released value rating.

12. AMERICAN STANDARDS

Seller warrants that in furnishing the Goods hereunder, all applicable American standards (including, but not limited to, ANSI, ASME, ASTM, and NEMA) have been complied with at the time of delivery. When Goods purchased hereunder are to be manufactured or produced outside the United States or its territories, Seller shall furnish, at PCA's request, documents stating the foreign manufacturers' or producers' names and addresses and containing written assurances of compliance with American standards.

13. LAWS

Seller shall, in its performance of this PO, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including, but not limited to, the Lacey Act, 16 U.S.C. 3371 et seq., the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable state Workers' Compensation laws, state and federal Occupational Safety and Health Acts, all laws regarding slave labor and human trafficking in the country or countries in which Seller does business, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Seller agrees to be subject to all applicable contract clauses required by federal, state, or local law, rule, or regulation to be included in this PO, including, but not limited to, the following clauses, which are incorporated herein by this reference: Equal Opportunity Clause (41 CFR 60.1.4); Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.5, 60-300.5; 29 CFR Part 470); Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4); and the Certification of Nonsegregated Facilities Clause (41 CFR 60.1.8; 41 CFR 1-12.803.10). In addition, Seller agrees and certifies, if applicable, that it has developed a written affirmative action compliance program (41 CFR 60-1.40(a)) and annually files Standard Form 100 (EEO-1) (41 CFR 60-1.7 (a)).

Seller represents and warrants that in compliance with the Lacey Act, 16 U.S.C. 3371 et seq., all wood, wood fiber, chips, wood pulp, paper and paperboard products, or other plants, plant products or derivatives thereof (collectively, "Plants") comprising all or part of, or an ingredient in, the Goods sold in these Documents were harvested, taken, possessed, transported and sold in compliance with the laws of the countries in which the Plants were harvested, taken, possessed, transported or sold. For Plants sourced in the United States,

such laws include all federal, state and other applicable laws.

14. FINAL ACCEPTANCE

On completion of this PO, Seller shall cooperate in carrying out any tests PCA deems necessary to determine the proper functioning and general performance of the Goods and, at its own cost, shall make any adjustments and changes required to the end that an efficient and fully operative project will result. Final acceptance by PCA will be conditional upon fulfillment of this requirement.

15. TERMINATION FOR CAUSE OR CONVENIENCE

In the event of default, bankruptcy, insolvency, or failure or inability of Seller to perform, PCA may terminate this PO for cause, and in the event of such termination, PCA shall pay Seller (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the salvage value of Goods in process of manufacture, including unused materials, which are identified to and being manufactured or fabricated specifically for this PO which shall be promptly delivered to PCA, but in no event shall the amount payable exceed the contract price, less the cost to PCA of completion or procurement of substitute conforming Goods, less other damages, and less any payments previously made. Additionally, this PO is subject to cancellation at the option of PCA. Where the PO is canceled for the convenience of PCA, Seller shall be paid (a) the unit price for each item of Goods properly furnished and accepted prior to cancellation, plus (b) the cost of Goods in process of manufacture, including unused materials, which are identified as being manufactured or fabricated specially for this PO which shall be promptly delivered to PCA, plus (c) overhead and profit allocable to specialized Goods in process of manufacture, but in no event shall the amount payable exceed the contract price, less any payments previously made.

16. CONFIDENTIALITY

Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from PCA or created by Seller in connection with the performance of this PO shall be the property of PCA and shall be preserved in strictest confidence by Seller and shall not be used or disclosed by Seller to third persons except to the extent that such use or disclosure is necessary for the proper performance of this PO. If disclosure to third persons is necessary, Seller shall ensure that such third persons hold such information in strictest confidence.

17. ASSIGNMENT

This PO and money due hereunder may not be assigned without prior written consent of PCA. Any attempted assignment without PCA's consent shall be void.

18. GOVERNING LAW

Except where inconsistent with the terms and conditions contained herein, this PO shall be governed by the Uniform Commercial Code provisions applicable to transactions in goods ("UCC"), regardless of whether this PO is characterized as a transaction in goods or a

transaction in services. This PO shall be interpreted and enforced under the laws of the state in which this PO is issued, provided that Illinois law shall apply if issued in a state which has not adopted the UCC.

19. MASTER CONTRACT

If this PO is issued as shipping instructions (and/or release document) pursuant to the terms of an existing contract between PCA and seller, this PO shall be governed exclusively by the terms of such existing contract.

20. HAZARD COMMUNICATION STANDARD

If the Goods sold hereunder are subject to the OSHA Hazard Communication Standard, 20 CFR Part 1910, or to such other state hazard communications laws, regulations, or standards as OSHA may have approved (the "Standard"), Seller shall provide PCA with a complete and accurate Material Safety Data Sheet for each of the Goods sold hereunder and shall label each of the Goods as required by the Standard. Seller's failure to supply such Sheet or to so label the Goods shall be deemed to constitute Seller's warranty, representation, and covenant that each of the Goods sold hereunder is exempt from the Standard.

21. PROPOSITION 65

Seller warrants that all Goods sold hereunder will not, under normal conditions of shipment, storage, or use, cause any person to be exposed to a chemical which is a carcinogen or a reproductive toxin listed under the California Safe Drinking Water and Toxic Enforcement Act of 1986 in quantities which would require that a warning be given prior to such exposure under the Act.

22. MODIFICATIONS AND AMENDMENTS

No waivers, amendments, or modifications of any of the terms or conditions of the PO shall be valid unless reduced to writing and signed by both parties. The terms and conditions of this PO shall not be amended or modified by the course of performance or course of dealing between the parties.

23. MUTUALITY

All debts and obligations of PCA and Seller to each other are mutual and subject to setoff. For purposes of this paragraph, "PCA" and "Seller" shall be deemed to include each party's respective subsidiaries and affiliates which directly or indirectly control or are controlled by that party through 100% equity ownership.

24. WOOD FIBER CHAIN OF CUSTODY

If any of the Goods supplied under this PO has a wood fiber component intended for incorporation into a product sold by PCA, then PCA and Seller incorporate and make a part of this PO the supplemental terms and conditions set out in the Addendum to Terms and Conditions for Purchase of Wood Fiber Goods, a copy of which can be found at www.packagingcorp.com/doing-business-with-pca.

25. PRIVACY OBLIGATIONS – CCPA

In the event Seller receives, or has access to, PCA Personal Information (as defined below), Seller agrees that it shall not (a) sell the PCA Personal Information, (b) retain, use, or disclose the PCA Personal Information for any purpose other than for the specific purpose of Seller's performance under its agreements with PCA, including retaining, using, or disclosing the PCA Personal Information for any commercial purpose other than the specific purpose of Seller's performance under its agreement(s) with PCA; or (c) retain, use, or disclose PCA Personal Information outside the direct business relationship between Seller and PCA. For the purposes of this section 26, PCA Personal Information means any personal information, as such term is defined in the California Consumer Privacy Act of 2018, provided to Seller by PCA. PCA's California Privacy policy can be found at: www.packagingcorp.com/filebin/pdf/DoingBusinessWithPCA/California_Privacy_Statement.pdf. Seller agrees to require its employees and agents involved in the performance of a PO to review the privacy statement.

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