

PURCHASE ORDER TERMS & CONDITIONS (U.S.) OF BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.

1. Integration. Purchases by Boise Cascade Building Materials Distribution, L.L.C., a Delaware limited liability company (and its subsidiaries and affiliates, as applicable), a subsidiary of Boise Cascade Company, a Delaware corporation ("**Boise Cascade**"), 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 ("**Seller**") agrees to sell, and Boise Cascade agrees to buy, the goods, articles, materials, or services ("**Goods**") described on a Boise Cascade Purchase Order ("**PO**") for the price, at the time, and on the terms of payment shown on this 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. Boise Cascade 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 Boise Cascade. In the event no quality is specified, the Goods must be at least equal to the standards of the industry. Unless Seller provides a longer warranty, all Goods must be free from defect for a period of one year. If any aspect of the warranty is breached, Seller shall promptly repair or replace the offending materials or labor or pay Boise Cascade its cost and expense in conducting such repair and replacement. Seller warrants any replacement equipment and/or materials for one year after the date of installation. Seller warrants that none of the equipment or materials to be supplied under this PO contain radioactive material, asbestos, or asbestos containing materials or, if such items do contain asbestos or radioactive material, Seller shall advise Boise Cascade in writing of the equipment or material containing the asbestos. Boise Cascade shall then advise Seller in writing whether such equipment or material will be acceptable.

Boise Cascade 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. Boise Cascade will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information. Seller shall not subcontract any portion of the Goods without the prior written consent of Boise Cascade. In any case, Seller shall be as fully responsible to Boise Cascade for the acts of subcontractors as if such subcontractors were employees of Seller. No payment by Boise Cascade of any sums due pursuant to the Documents shall be interpreted as a waiver of any defect in the Goods.

4. Price and Discounts. The price set forth on this PO is not subject to escalation unless an escalation formula is expressly provided for on the face of this PO. If a prompt payment discount is provided for on this PO, the discount period begins when the invoices are received, provided the period will be extended for delays caused by errors in invoicing or good faith disputes over the accuracy of the invoice.

5. Title; Liens. Seller warrants that it has and will convey good and marketable title to the Goods sold to Boise Cascade and that such Goods are free from all liens and encumbrances. Seller shall promptly pay all laborers, subcontractors, or materialmen connected with the Goods and, if any shall file liens or threaten to file liens against the Goods, Seller shall promptly obtain a release of any such lien or post a bond indemnifying Boise Cascade against all loss by reason of such lien. If any laborers, subcontractors, or materialmen shall complain to Boise Cascade of late payment by Seller, Boise Cascade may make direct payments to said persons and deduct the amount thereof from the amounts due Seller or recover said amounts from Seller. Boise Cascade may, prior to making any payment due under the Documents, require Seller to deliver lien waivers from itself and each of its subcontractors and materialmen for all work done prior to such payment and all Goods previously delivered. Seller shall

provide, if requested by Boise Cascade, material and payment bonds covering the Goods in amounts not less than 100% of the price specified in this PO, satisfactory in form and substance to Boise Cascade.

6. Taxes. All sales taxes which may be imposed upon the transaction contemplated by this PO shall be separately itemized and paid by Boise Cascade as a part of the price in this PO.

7. Changes. Changes may be made by Boise Cascade 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 Boise Cascade. 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 Boise Cascade's request, Seller shall provide satisfactory evidence from which adjustments based on cost can be determined.

8. Delay. Time is of the essence to this PO. Seller understands and agrees that the Goods may depend in part upon the performance of other contractors and material suppliers and that all or some portion of the Goods may be performed in and around an operating facility in which Boise Cascade is conducting its normal business operations. Seller warrants that it has taken all such conditions and potential conditions into account in submitting its bid for the Goods. Boise Cascade shall not be liable to Seller for any delay, loss, damage, or other injury that is incurred by Seller by reason or in connection with any such condition, including any strike of Boise Cascade's workforce which may occur during the performance of the Goods. At the outset of any delay from any cause, including Force Majeure, Seller shall immediately notify Boise Cascade 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 Boise Cascade to the extent such costs are attributed to action authorized by Boise Cascade. If the delay is from any other cause, Seller shall be solely responsible for the costs of overcoming delays.

9. 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, earthquake, other act of God, acts of public enemies, riot, insurrection, governmental regulation of the sale of materials and supplies or the transportation thereof, strikes directly affecting the work of construction, shortages of material or labor resulting directly from general market shortages, governmental control or diversion, government order issued in connection with a public health emergency, and other causes beyond a party's control other than shortage of funds ("**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 Boise Cascade's property, Boise Cascade may at its option delete the undelivered Goods from this PO or appropriately extend the time for performance of this PO.

10. Indemnity.

A. General Indemnity. Seller shall release, indemnify, defend, and hold harmless Boise Cascade, its subsidiaries and affiliates, and their respective officers, directors, agents, employees, and subcontractors (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), from and against any and all claims, demands, losses, injuries, damages, actions, expenses, including attorneys' fees, or liability of any kind, responsibility, liability for injury or death of persons, and/or loss, damage to, contamination of, or destruction of property belonging to Boise Cascade or others, or for claims therefor, whether or not Boise Cascade has suffered actual loss, damage, or expense (collectively a "**Loss**"), where such Loss has resulted from, pertains to, relates to, or has arisen out of, Seller's, or those for whom Seller is responsible, performance of the Goods or any on-site activities, including, but not limited to, any negligent acts, omissions to act, release or discharge of pollutants, or willful misconduct, whether active or passive, on the part of Seller, or those whom Seller is responsible, and shall extend to claims asserted after termination of this PO and to the joint or concurrent negligence of Seller and Boise Cascade but shall not extend to Losses caused by Boise Cascade's sole negligence or willful misconduct.

This indemnity shall extend, without limitation, to the personal injury and/or death of Boise Cascade's and Seller's employees and employees of Seller's agents, assigns, or subcontractors. To the extent necessary

to indemnify and hold harmless Boise Cascade hereunder, 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 to receive contribution from Boise Cascade created by the workers' compensation laws of the state where any on-site work is to be performed.

B. Intellectual Property Indemnity. Seller shall indemnify, defend and hold Indemnified Parties harmless from and against any and all demands, claims, losses, and liabilities of whatever kind or nature, including attorneys' fees and costs, asserted against or suffered by any Indemnified Party by reason of, arising out of, or in any way related to, in whole or in part, that: (1) any Goods; (2) any part of such Goods; or (3) any combination of such Goods, other hardware, and/or other software wherein such infringement would not occur but for such Goods being a part of such combination, infringes on any patent, trademark, copyright, trade secret or other intellectual property right foreign or domestic. If, as the result of an action as set forth above, the sale or use of any Goods, or part thereof, is enjoined by court order, Seller shall, at its expense, (a) procure for Boise Cascade the right to continue selling and/or using the Goods, (b) replace or modify the Goods with functionally-equivalent, noninfringing Goods (subject to Boise Cascade's approval and satisfaction), or (c) return the purchase price of each unit of Goods in Boise Cascade's inventory that Boise Cascade is unable to ship due to the injunction. The indemnity set forth in this subparagraph shall apply notwithstanding that the Goods sold hereunder may have been produced by Seller in compliance with specifications furnished by Boise Cascade unless the Goods cannot be furnished in accordance with the specifications without infringing the intellectual property as asserted in the action. Boise Cascade does not have any obligation to hold Seller harmless from any claim against Seller, its directors, officers, employees, or agents, arising out of compliance with Boise Cascade's specifications.

As used in this Indemnity section, acts referred to as being those of Boise Cascade or Seller, as the case may be, shall include acts of each such party's directors, officers, employees, agents, representatives, subcontractors, or assigns. Except for claims of Loss caused by Boise Cascade's sole negligence or willful misconduct, Seller shall assume and pay the defense costs of any lawsuit or administrative proceeding brought against Boise Cascade upon any claim of Loss and pay, on behalf of Boise Cascade, the amount of any settlement that may be reached or judgment that may be entered against Boise Cascade in connection therewith.

Boise Cascade and Seller intend that any such loss, damage, expense, responsibility, and/or liability for injury or death, and/or loss, damage, or destruction to which the foregoing indemnity does not, either by its terms or by operation of law extend, shall nonetheless be compensated by and to the extent of the insurance coverage purchased or required to be purchased pursuant to this PO.

11. Insurance.

A. Site Work. If Seller is to perform any work, including supervision of installation, at the site of construction or on Boise Cascade property, Seller, at its cost and expense, shall purchase and maintain the following insurance with companies with a rating by AM Best of least A- VII:

i. General Liability. A commercial general liability (occurrence) policy, which policy shall include coverage for premises and operations; products and completed operations; contractual liability; broad form property damage, including completed operations, explosion, collapse, and underground hazards; and personal injury liability. The policy shall have a combined single limit for bodily injury and property damage of \$5,000,000 each occurrence; \$5,000,000 for personal injury liability; \$5,000,000 aggregate for products/completed operations; and \$5,000,000 general aggregate;

ii. Automobile Liability. An automobile liability policy with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each accident. The policy shall cover all owned, hired, and nonowned automobiles used in the performance of the Work and shall include coverage for Automobile Contractual Liability;

iii. Employer's Liability. An employer's liability insurance policy with limits of not less than \$1,000,000;

iv. Workers' Compensation. A workers' compensation insurance policy as required by applicable law. Each employee of Seller and any subcontractor, and anyone directly or indirectly employed or subcontracted by either shall be covered by the required workers' compensation and employers' liability insurance, notwithstanding any exemption or exception that may apply under applicable law. If in Louisiana, as required by Louisiana statute, limits for bodily injury not less than \$1,000,000 and an agreement to indemnify Boise Cascade in the event any employee is injured and files a claim in the State of Louisiana for benefits.

v. Professional Liability Insurance. If Seller will be providing services pursuant to this PO, a professional liability insurance policy which shall include coverage for errors and omissions in the performance of services required under this PO and shall have a limit of not less than \$5,000,000 for each claim subject to a \$5,000,000 annual aggregate and shall be maintained for at least one year following completion of the services under this PO.

B. Insurance Certificate. Seller shall, prior to commencing work, provide Boise Cascade with certificates evidencing all such coverages from insurance companies acceptable to Boise Cascade Company. Such certificates shall (i) except for the Workers' Compensation insurance, name Boise Cascade Company, its subsidiaries, affiliates, directors, officers, and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Seller per standard form endorsement CG 20 10. Such insurance shall provide a waiver of subrogation in favor of the certificate holder and shall be primary and non-contributory. The parties intend this provision to be an express waiver of immunity under any applicable Workers' Compensation laws; (ii) provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days' prior written notice to Boise Cascade; and (iii) provide on its face that the policies it represents contain severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability." By requiring the insurance herein, Boise Cascade does not represent that coverage and limits will be adequate to protect Seller and such coverage and limits shall not limit Seller's liability under the indemnities and reimbursements granted to Boise Cascade under this PO.

12. Conditions.

A. Seller shall diligently perform the Goods, providing sufficient manpower, materials, and other supplies at all times to assure completion of the Goods in an orderly fashion. Seller hereby warrants and represents that it has inspected the work site and is familiar with all working conditions which exist there, including Boise Cascade's normal business operations and 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 Boise Cascade, Seller will provide for receipt, unloading, storage, and protection of all materials for the work, whether such materials are purchased by Seller or Boise Cascade. 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 Boise Cascade. In the event Seller generates such Hazardous Waste, Seller must notify Boise Cascade of the type and quantity and arrange with Boise Cascade for proper storage and disposal, at Seller's sole expense. Seller shall at all times coordinate its work and cooperate with the other contractors on the work site and Boise Cascade. 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 Boise Cascade, including Boise Cascade's drug and alcohol policy. Seller shall assure Boise Cascade of compliance with all Boise Cascade safety programs. Seller shall use extreme care to prevent fire and shall do welding and open flame cutting and use and store flammable materials only in compliance with Boise Cascade's regulations. Risk of loss for such materials shall remain with Seller until their incorporation into the Goods. Seller's relationship to Boise Cascade 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 Boise Cascade for any purpose.

B. Seller shall not permit its employees to sell, possess, or use alcohol or illegal drugs or to use improperly other drugs on the job site. Seller shall not permit any of its employees to the job site while under the influence of alcohol or any drug that could adversely affect performance. Seller shall remove from the job site any of Seller's employees or subcontractors who violate this policy.

C. For Louisiana Work Only, the following shall apply: The Louisiana Legislature passed legislation on June 5, 1997, Act 315, which requires contracts to recite in writing the "statutory employer" status of the parties hereto. The Governor signed the legislation on June 17, 1997, and it became effective on that date (the "**Act**"), and codified as La. Rev. Stat. Ann. 23.1061, *et. seq.* Boise Cascade (as principal employer under the Act) and the Seller (as direct employer) mutually agree that it is their intention to recognize Boise Cascade as the statutory employer of the Seller's employees under the Act while Seller's employees are providing work and/or services to Boise Cascade under this PO. The parties agree that Boise Cascade is a statutory employer only for purposes of the above-referenced Act.

13. Safety in Closed Vessels. Before allowing any employee of Seller or of any subcontractor to enter any closed vessel or confined space at Boise Cascade's property, Seller shall determine the adequacy of the oxygen supply within the vessel or space to permit safe work therein and shall determine that the atmosphere within the vessel or space is free from poisonous, noxious, or explosive gases. Seller shall supply, at its own expense, all equipment required to analyze or test the atmosphere within the vessel or space, oxygen supply equipment, mask, tanks, and like equipment to assure the safety of all workers entering such vessel or space. While Seller is working in the vessel, Seller shall provide continuous monitoring of vessels with potential for atmosphere changes.

14. Shipping. Unless otherwise expressly provided, Seller shall be obligated to make delivery F.O.B. shipping point with freight prepaid, or F.O.B. shipping point with freight collected. Seller will indicate plainly this 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.

15. 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 Boise Cascade's request, documents stating the foreign manufacturers' or producers' names and addresses and containing written assurances of compliance with American standards. To the best of the Seller's knowledge, Seller certifies that (1) all Goods supplied to Boise Cascade are obtained from legal sources in accordance with relevant country and local regulations, (2) no Good is from any controversial sources, (3) all Goods supplied to Boise Cascade are obtained in compliance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora ("**CITES**"). Seller shall be deemed to have re-certified as to each of the above statements at the time of each delivery of Goods to Boise Cascade.

16. 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. Seller shall comply with the Immigration Reform and Control Act ("**IRCA**"). Seller certifies that each of its employees has completed all required IRCA forms and that it maintains such forms in accordance with IRCA requirements. Seller shall abide by applicable requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated herein by this reference. To the extent applicable, Seller shall comply with these requirements. Seller (a) shall provide all services rendered hereunder in compliance with applicable requirements of the Fair Labor Standards Act of 1938, as amended, (b) shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, (c) shall ensure that all chemical substances and products containing chemical substances will comply with applicable federal standards prescribed by the Toxic Substances Control Act and related regulations, and (d) shall comply with all other applicable laws, rules and regulations of federal, state and local governments and agencies thereof. If this Agreement, in whole or in part, constitutes a subcontract for commercial items

per 48 CFR § 52.212-5, then the Seller accepts and agrees to comply with applicable clauses set forth at 48 CFR § 52.212-5(e). If this Agreement, in whole or in part, constitutes a subcontract for commercial items per 48 CFR § 52.244-6, then the Seller accepts and agrees to comply with applicable clauses set forth at 48 CFR § 52.244-6(c). These clauses (which, as of the date of this Agreement, are available for review at <https://www.acquisition.gov>) are incorporated herein by this reference.

Seller represents and warrants that all wood, wood fiber, chips, or other plants, plant products, or derivatives thereof comprising all or part of, or an ingredient in, the Goods subject to the Documents comply with the Lacey Act, 16 U.S.C. 3371, et seq. (the "**Lacey Act**") and that Seller has complied with the Lacey Act with respect to such Goods. Without limiting the indemnity obligation under Section 10 above, Seller agrees to indemnify, defend, and hold harmless Indemnified Parties from and against any Loss that results from, pertains to, relates to, or has arisen out of, any violation of the Lacey Act by Seller, by those for whom Seller is responsible, or that is attributable to the Goods. In the event any governmental entity seizes any Goods or requires any Goods to be forfeited by Boise Cascade as a result of any failure of Seller to comply with the Lacey Act, Boise Cascade shall have the right to recover from Seller, in addition to any other remedies that may be available to Boise Cascade hereunder or at law or in equity, (a) the amount paid for the Goods, or (b) replacement Goods of similar or better quality.

Unless provided otherwise elsewhere in this PO, Seller shall obtain all permits and licenses required for the Goods as described in this PO. In the case of construction of new facilities or remodeling of existing facilities, Seller's Goods shall comply with the Americans With Disabilities Act and regulations promulgated thereunder. Further, Seller shall comply with any existing state or federal regulations that will impose more stringent construction requirements to accommodate the disabled.

17. 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 Boise Cascade 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.

18. Proposition 65. Seller is on notice that Boise Cascade sells, supplies, and distributes Goods into the State of California. Seller warrants that all Goods sold hereunder will not cause any person to be exposed to a chemical which is listed under the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Prop 65") in quantities which would require that a warning be given prior to such exposure under the act, unless such Goods are labeled in accordance with the requirements of Prop 65 or Seller has provided a notice to Boise Cascade in compliance with Prop 65. Seller agrees to defend, indemnify and hold Boise Cascade harmless from and against any Loss arising out of or relating to any Prop 65 violations or allegations of same related to Seller's Goods, except under the limited circumstance where Seller provides appropriate notice and signage, and Boise Cascade has agreed in writing to provide notice and signage to the retailer.

19. TSCA Title VI. Seller warrants that all Goods sold hereunder that are subject to Toxic Substance Control Act ("**TSCA**") Title VI (40 CFR 770) are labeled appropriately to meet the labeling requirements contained in TSCA Title VI. Seller agrees to indemnify, defend, and hold Boise Cascade harmless from and against any Loss arising out of or relating to any TSCA violations or allegations of same related to Sellers' Goods.

20. Final Acceptance. On completion of this PO, Seller shall cooperate in carrying out any tests Boise Cascade 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 Boise Cascade will be conditional upon fulfillment of this requirement.

21. Termination for Cause or Convenience. In the event of default, bankruptcy, insolvency, or failure or inability of Seller to perform, Boise Cascade may terminate this PO for cause, and in the event of such termination, Boise Cascade may exclude Seller from the job site and obtain the Goods by such means as it may see fit, and Boise Cascade shall pay Seller (a) the unit price for each item of Goods

properly furnished and accepted prior to termination, 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 Boise Cascade, but in no event shall the amount payable exceed the contract price, less the cost to Boise Cascade of completion or procurement of substitute conforming Goods, less other damages, and less any payments previously made. Any costs or expenses incurred by Boise Cascade in excess of the price set forth, less previous payments to Seller under this PO shall be recoverable from Seller by Boise Cascade in addition to any other losses incurred by Boise Cascade by reason of Seller's breach. This remedy shall be in addition to any other rights and remedies Boise Cascade may have for breach of this PO under applicable law.

Additionally, this PO is subject to termination at the option of Boise Cascade. Where this PO is terminated for the convenience of Boise Cascade, Seller shall be paid (a) the unit price for each item of Goods properly furnished and accepted prior to termination, 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 Boise Cascade, 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.

21. Confidentiality. Seller, on behalf of itself and its employees, agrees that any ideas, know-how, concepts, information, or processes received from Boise Cascade or created by Seller in connection with the performance of this PO shall be the property of Boise Cascade 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 there is a signed Nondisclosure Agreement between the parties, such Nondisclosure Agreement shall control the parties' confidentiality obligations.

22. Assignment. This PO and money due hereunder may not be assigned without prior written consent of Boise Cascade. Any attempted transfer without Boise Cascade's consent, whether by operation of law or otherwise, without such consent, shall be void and of no force and effect.

23. 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 Idaho law shall apply if issued in a state which has not adopted the UCC.

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

25. Chain of Custody Certifications. To the extent that Seller is providing fiber products to Boise Cascade, Seller also agrees to the terms and conditions set forth in the Chain of Custody Certifications.

26. Supplier Code of Conduct. Seller agrees to the terms and conditions set forth in the Supplier Code of Conduct.

27. Designated Copyright Agent. Boise Cascade's DMCA Designated Agent to receive notifications of claimed infringement is: Attn: General Counsel, Boise Cascade Company, 1111 W. Jefferson Street, Suite 300, Boise. ID 83702; email: legaldepartment@bc.com. See also DMCA Directory.

28. Mutuality. All debts and obligations of Boise Cascade and Seller to each other are mutual and subject to setoff. For purposes of this paragraph, "Boise Cascade" 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.

29. 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.