

TERMS OF SALE AMERICAS (EXCLUDING USA AND CANADA)

These Terms of Sale bind GP and its customer ("Buyer") regarding the sale by, and purchase from, GP of products ("Goods") for countries in North, South and Central America other than the United States of America and Canada. "GP" refers to the specific Georgia-Pacific Building Products entity (GP Wood Products LLC, GP Gypsum LLC, GP North Woods LP, or GP Industrial Plasters LLC) selling the subject Goods. By accepting delivery of Goods from GP, Buyer agrees to be bound by these Terms of Sale unless otherwise set forth in a separate written agreement signed by GP and Buyer.

1. **REJECTION OF OTHER TERMS.** These Terms of Sale supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of the Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in Buyer's purchase order or other documents submitted by or on behalf of Buyer at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Terms of Sale, and are hereby expressly rejected by GP. These Terms of Sale shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by GP in a writing signed by GP.
2. **QUANTITY.** The quantity of Goods to be sold, purchased and delivered shall be as mutually agreed by Buyer and GP in connection with each order, as evidenced by GP's order acknowledgement. GP reserves the right to accept or reject any and all orders for Goods in its sole and absolute discretion, and, unless otherwise specifically set forth in a written agreement signed by GP, in no event shall GP be obligated to sell or deliver any quantity of Goods beyond the quantity set forth in GP's order acknowledgment for a specific order.
3. **PRICES.** Prices for the Goods shall be as quoted or confirmed by GP, in writing or electronically, from time to time in connection with each order. Unless otherwise specified in writing by GP, all prices are exclusive of taxes, customs, duties, transportation, storage, special handling, insurance and similar charges, and any and all current or future tax or governmental charge (including sales, use, value added or similar tax) applicable to the sale, delivery, shipment or storage of the Goods that GP is required to pay or collect. All such taxes, duties or other charges shall be for Buyer's account, shall be added to the price and shall not be subject to reduction.
4. **PAYMENT TERMS; CREDIT REQUIREMENTS.** The terms of payment for all sales of Goods shall be based on GP's credit review of Buyer and shall be as quoted by GP or mutually agreed by the parties for orders, and, except as otherwise specified in writing by GP, all payments shall be in United States currency. In the event that GP determines, at any time in its sole discretion, that the credit of Buyer or of any person providing credit support for Buyer's obligations is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement or instrument supporting Buyer's obligations, GP shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Buyer to GP and to suspend and/or terminate further sale and delivery to Buyer of any order until credit arrangements satisfactory to GP in its sole judgment have been established. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. GP shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. Buyer acknowledges that it may be charged interest at a rate of 1.5% per month (or, if lower, the maximum rate permitted by applicable law) on all balances past due.
5. **DELIVERY; IMPORT.** Delivery terms shall be as quoted or confirmed by GP in connection with each order and as evidenced by GP's order acknowledgement. All shipping or delivery dates are approximate and not guaranteed. Unless otherwise specified in GP's order acknowledgment, all delivery terms shall be interpreted in accordance with the Incoterms® rules published by the International Chamber of Commerce in effect at the time of order acknowledgment. Any reference to a delivery term (such as EXW, FOB, CFR, DAP, or similar) shall have the meaning assigned to it under the applicable Incoterms® rules. Unless otherwise specifically agreed by GP in writing, Buyer shall serve as the importer into the country of destination, be responsible for all arrangements for

import of Goods into such country and shall be listed as the importer of record on all documents filed with any governmental authority.

6. TITLE AND RISK OF LOSS; RETURNS. Title and risk of loss will transfer at the time of delivery in accordance with the delivery terms designated by GP and, unless otherwise specifically agreed by GP in writing, before formal importation of the Goods into any country. Goods may not be returned to GP after importation without express written consent of GP.
7. EXCUSE OF PERFORMANCE. The parties will be excused from their respective performances (except Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of equipment or computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns or outages (whether planned or unplanned), unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other circumstances or causes beyond such party's reasonable control. If such event affects GP, GP may, without liability, allocate and distribute the Goods among its customers in such proportions as GP, in its sole discretion, determines.
8. WARRANTY. GP's express written limited warranties for the Goods, if any, are available at www.buildgp.com/warranties or upon request. UNLESS THE GOODS ARE SUBJECT TO AN EXPRESS WRITTEN LIMITED WARRANTY PROVIDED BY GP, THE GOODS ARE SOLD "AS IS, WITH ALL FAULTS", WITHOUT RECOURSE, AND GP DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF OR AS TO MERCHANTABILITY, SATISFACTORY PERFORMANCE OR QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Where applicable law does not permit the disclaimer of any implied warranty or limits the extent to which warranties may be disclaimed, the scope and duration of such implied warranty shall be limited to the minimum permitted under applicable law.
9. LIMITATION OF REMEDY AND LIABILITY. IF THE GOODS ARE SUBJECT TO AN EXPRESS LIMITED WARRANTY PROVIDED BY GP, THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE GOODS TO CONFORM TO THE APPLICABLE WARRANTY SHALL BE LIMITED TO REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING GOODS AS SPECIFICALLY SET FORTH IN SUCH EXPRESS LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN AN EXPRESS LIMITED WARRANTY PROVIDED BY GP FOR NON-CONFORMING GOODS, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE), SHALL GP'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. GP SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL GP'S LIABILITY TO BUYER OR ANY THIRD PARTIES EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST OF LABOR OR CAPITAL, LOSS OF REVENUE OR PROFITS, LOSS OF GOODWILL OR REPUTATION, AND LOSS OF USE.
10. REJECTION OF NON-CONFORMING GOODS. Unless otherwise set forth in an express written limited warranty provided by GP, rejection of non-conforming goods must be made by Buyer in writing within ten (10) days of receipt, and all defects ascertainable at time of giving notice shall be stated with particularity or deemed waived. In event of any complaint, shipment shall be held intact pending resolution as to disposition of the Goods, and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to GP. Under no circumstances are goods to be returned to GP unless Buyer has written permission of GP to do so. A claim that goods are non-conforming shall not entitle Buyer to deduct any sum from any invoice

unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with these Terms of Sale, and, in the event of subsequent allowance of any claim, GP shall promptly make payment to Buyer for the amount so allowed.

11. FURTHER HANDLING. Buyer shall indemnify, defend and hold harmless GP, its affiliates and their respective officers, directors, employees, representatives and agents from and against, any and all claims, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the use, handling, processing, alteration, distribution, sale or marketing of the Goods, or any other action or inaction with regard to the Goods, in each case after the delivery thereof to Buyer; provided however, that Buyer shall not be liable to GP for damages directly caused by the sole negligence of GP or by GP's breach of warranty expressly set forth in GP's express written limited warranties for the Goods referenced in Section 8.
12. EXPORT CONTROL; ANTI-BOYCOTT. All Goods sold by GP are subject to the export control and anti-boycott laws of the United States, and Buyer agrees not to take any action, or assist any other person or entity in taking any action, to divert or resell the Goods contrary to such laws. Without limiting the foregoing, Buyer agrees not to export, re-export, sell or deliver any Goods directly or indirectly to any party or destination that is declared an embargoed or restricted party or destination by the United States government or the United Nations. If any license or consent of any government or authority is required for the acquisition, carriage or use of the Goods by Buyer, Buyer will obtain the same at its expense and provide evidence to GP on request. Failure to do so will entitle GP to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by GP resulting from such failure will be paid for by Buyer within ten (10) days of receipt of GP's written request.
13. ANTI-CORRUPTION. Buyer shall comply with all applicable anti-bribery and anti-corruption laws, regulations, rules and requirements of the United States (including the United States Foreign Corrupt Practices Act) and the country of destination. Buyer represents that it, and each of its owners, directors, officers, employees and other persons acting on its behalf, has not and will not, in connection with any business transactions involving GP or its products, directly or indirectly: (a) offer, promise, authorize or make any payments of money or anything of value to any Government Official (as defined below) or to any agent or intermediary for further payment to any Government Official, (i) to influence the acts or decisions of such Government Official, (ii) to induce the Government Official to do or omit to do any act in violation of a lawful duty, (iii) to obtain any improper advantage, or (iv) to induce the Government Official to use his or her influence in order to affect any government act or decision, in order to obtain, retain, or direct business to any person or entity; or (b) otherwise offer, promise, or pay any illegal bribe, kickback, facilitation payment or other payment in violation of any applicable law. "Government Official" includes any appointed, elected, or honorary official or any career or other employee of any non-U.S. national, regional or local government or of a public international organization; any non-U.S. political party or party official; or any candidate for non-U.S. political office in any country. The "government" includes any agency, department, embassy or other government entity or instrumentality. It also includes any company or other entity owned or controlled by the government, in whole or in part. A person does not cease to be a Government Official by purporting to act in a private capacity or by the fact that he or she serves without compensation. If GP determines reasonably and in good faith that there has been a breach of any such representation or warranty, GP shall have the right unilaterally to withhold or delay shipment or sales of Goods. Buyer shall defend and indemnify GP against any claims, liabilities, damages, costs and expenses arising from any violation of this Section.
14. LOCAL LAW. Buyer takes full responsibility for ensuring that the Goods, including their importation, resale and use, comply with all applicable laws, regulations, rules and requirements of the country or jurisdiction of destination, including, without limitation, any building code, testing, product certification or similar requirements. Without limiting the foregoing, Buyer shall immediately notify GP of the existence and content of any provision of law in the jurisdictions where the Goods are sold or any other applicable law that conflicts with any provision of these Terms of Sale.

15. DATA PROTECTION. To the extent GP processes any personal data of Buyer's representatives, employees or agents in connection with these Terms of Sale, GP shall process such data in accordance with its privacy policy available at www.buildgdp.com/privacy and in compliance with applicable data protection laws. Buyer shall ensure that any individuals whose personal data is provided to GP have been informed of and, where required, have consented to such processing.
16. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent buyer and seller of Goods, and nothing herein is intended or shall be construed to create or establish an agency, partnership or any exclusive relationship between the parties. GP reserves the right to sell Goods to other buyers in the same territories. Buyer shall not be considered a legal representative of GP for any purpose and is not granted and shall not exercise the right or authority to assume or create any obligation or responsibility, including without limitation contractual obligations and obligations based on warranties or guarantees, on behalf of or in the name of GP.
17. GOVERNING LAW. The validity, performance, construction and effect and all matters arising out of these Terms of Sale and the sale and purchase of Goods between the parties shall be governed by the laws of the State of Delaware, USA, without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Sale or the sale and purchase of Goods between the parties.
18. JURISDICTION. Except as specifically set forth in GP's express written limited warranties for the Goods referenced in Section 8 with respect to the resolution of claims under such limited warranties, any dispute, controversy, or claim arising out of or relating to these Terms of Sale, the Goods, the business relationship between the parties, or any dealings between the parties, including any claim based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory, shall be brought and maintained exclusively in the state or federal courts located in Atlanta, Georgia or Wilmington, Delaware, at the election of the filing party, in the United States of America; provided, however, any complaint or claim by GP against Buyer may, in GP's sole and absolute discretion, be brought in and determined by a court of competent jurisdiction in either the country of destination for the Goods or Buyer's country of residence. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN ANY SUCH COURTS. FURTHER, EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OF SALE, THE GOODS, THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES, OR ANY DEALINGS BETWEEN THE PARTIES.
19. SEVERABILITY. If any provision of these Terms of Sale is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of these Terms of Sale.
20. SURVIVAL. These Terms of Sale shall survive the sale and purchase of any Goods and the cessation of business transactions between GP and Buyer.
21. MISCELLANEOUS. These Terms of Sale shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. Buyer shall not assign its rights or obligations under these Terms of Sale without GP's prior written consent. No waiver of any provision of these Terms of Sale by GP will be valid unless the same is in writing and signed by GP. GP reserves the right to unilaterally modify any portion of these Terms of Sale by posting a revised version at GP's website (www.buildgdp.com/terms-of-sale); any such modification shall apply to orders placed after the revised Terms of Sale are posted.