



INTERNATIONAL  PAPER

Foodservice Business

For more information, please contact:

**International Paper
Foodservice Business
6400 Poplar Avenue
Memphis, TN 38197
1-800-537-4141
www.ipfoodservice.com**

Offer/Acceptance

Submission of an order shall be considered an offer to purchase goods upon these Terms. It shall be binding only upon acceptance by International Paper ("SELLER") at SELLER'S Memphis, Tennessee office. SELLER may refuse to accept any order in its sole discretion. SELLER shall be deemed to have accepted an order for goods only by shipment of those goods. Acceptance of an order by SELLER is expressly limited to the terms set forth in these Terms. No terms different from or in addition to these Terms shall be binding unless accepted in writing by SELLER, whether or not such terms materially alter those set forth here.

Shipping Dates/Shipment

1. When PURCHASER has not requested a delivery date (a "Requested Delivery Date"), the order will be processed for timely delivery in the manner determined by SELLER. When PURCHASER has not indicated an order for cancellation of any unshipped order (or part thereof) balances will be shipped when available.
2. SELLER shall attempt to ship the goods ordered by the Requested Delivery Date. SELLER shall have the option to ship goods in installments.
3. SELLER shall not be liable for any damages whatsoever for failure to ship or sell (or any delay in shipping or selling) goods ordered.
4. SELLER reserves the right to select the carrier and to ship ordered goods via the most economical routing.

Title and Risk of Loss

1. Goods are sold F.O.B. SELLER'S manufacturing facility.
2. SELLER shall not be liable for any processing, handling, or other costs or any damages whatsoever related to lost or damaged goods.
3. In some instances, SELLER may choose, at its sole option, to prepay freight without any such prepayment affecting the passage to the PURCHASER of either the title to the goods or the risk of loss or damage associated with the goods.

Price Terms

Goods will be invoiced with prices in effect at time of order placement, provided the order is placed for immediate shipment.

Payment Terms

PURCHASER shall pay for all goods and other charges within thirty (30) days of invoice date. Cash discount may be allowed if and as identified on the invoice. If goods are shipped in two or more installments, each shipment shall be invoiced separately. PURCHASER shall not offset against payment due SELLER any handling, processing, or other costs.

Revocation of Credit

Notwithstanding any other provision of these Terms, SELLER reserves the right in its sole discretion to revoke any credit extended to PURCHASER and to require payment for any order prior to shipment.

Collection

PURCHASER shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by SELLER in connection with the collection of amounts owed to SELLER by PURCHASER.



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Service Charge

A service charge of two percent (2%) per month may be assessed on all past due invoices. Service charge billing will be made at the time payment is received and computed based upon the number of days from the due date of the invoice to the postmarked date of payment.

Express Warranty

The SELLER warrants that when title to the goods is transferred, the goods shall conform to the description on the invoice, except for ordinary manufacturing variances. No other warranty is made.

Exclusion of Implied Warranties

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Disclaimer of Liability

SELLER disclaims any responsibility for any injury or damage to any person(s) or property resulting from the use of SELLER'S lids on any product of another manufacturer or the use of a lid of another manufacturer with SELLER'S product.

Nonconforming Goods

1. If any goods shipped do not conform to the description of the goods contained on the invoice or sales order, SELLER has the right, in its sole discretion, either to replace such nonconforming goods or issue credit upon the return of such goods. Nonconforming goods shall not be returned to SELLER without SELLER'S written consent and if such consent is given in SELLER'S sole discretion, only in accordance with SELLER'S instructions for such returns, including attainment of a Return Goods Authorization (R.G.A.).
2. All goods shall be considered conforming and PURCHASER waives all claims to the contrary unless SELLER'S Customer Service Department (6400 Poplar Ave, Memphis, TN 38197) is notified within twenty (20) days of receipt.
3. If SELLER agrees to authorize return of product for any reason, the following criteria must be met:
 - a. The returned product must be fit for resale and accompanied by the original, undamaged, unopened packaging and contents;
 - b. The product date code is within one (1) year of return request date; and
 - c. The PURCHASER purchased the product within the last ninety (90) days.
4. Claims for defects will not be considered if not made within one (1) year of receipt of goods.
5. For authorized returns, other than manufacturing defects or shipping errors, the PURCHASER or distributor will be credited at the purchase price, less return freight, surcharges, inspection and re-stocking fee of \$10.00 per case/bundle, per item.
6. PURCHASER is responsible for scheduling the carrier within ten (10) working days from the date of a R.G.A. Products not authorized for return will be refused back to the carrier. The PURCHASER is responsible for any charges incurred as a result of the non-authorized return.

Stock Products

Stock products are subject to withdrawal from sale without notice.

Artwork and Design Change

PURCHASER shall be responsible for all art and engraving. If there is any artwork design change ordered by PURCHASER, PURCHASER shall be responsible for purchasing all old design merchandise before SELLER will ship any newly designed merchandise.



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Intellectual Property

PURCHASER warrants that it is the owner or authorized licensee of all trademarks, trade dress, copyrightable works, or patented subject matter provided by PURCHASER to SELLER and that PURCHASER has authority to permit SELLER to reproduce such copyrightable works, trademarks, trade dress or patentable subject matter. PURCHASER acknowledges that it is fully responsible for all information, data, text, photographs, graphics, messages or other materials (Content) provided by PURCHASER and printed by SELLER. PURCHASER shall indemnify and hold SELLER harmless from and against and liabilities, claims, loss, damage, costs, and expenses, including reasonable attorney's fees, which may be sustained or suffered by or secured against or imposed upon SELLER by reason of any claims or causes of action of any kind brought against SELLER which arise from SELLER'S use of and/or compliance with any trademarks, copyrights, patents, designs, trade dress, specifications, instructions and Content provided to SELLER by PURCHASER or any of PURCHASER'S representatives or agents.

Limitation of Liability

SELLER'S liability on any claim of any kind, whether based on negligence, warranty or otherwise for any loss or damage arising out of, connected with, or resulting from the sale of goods by SELLER to or for the use of or resale by the PURCHASER, or from the performance or breach of any agreement between the parties for floor stocking, any contract between the parties for the purchase and sale of goods, and/or these Terms, or from the manufacture, sale, delivery, resale or use of any material covered by or furnished pursuant to any agreement between the parties for floor stocking, any contract between the parties for the purchase and sale of goods, and/or these Terms shall in no case exceed the price allocable to the material which gives rise to the claim. In no event shall SELLER be liable for special, incidental, or consequential damages.

Force Majeure

SELLER shall not be liable for any failure or delay in the shipment of products caused by or resulting from accidents, fire, floods, acts of GOD, labor strikes, transportation issues, equipment issues, unavailability of materials, any action of any governmental authority or agency, or for any cause or causes beyond SELLER'S control.

Taxes

Any tax, duty, or other government charge now or hereafter levied upon the production, sale, use, or shipment of materials ordered or sold hereunder shall be for the PURCHASER'S account. Such government levies are not covered in the SELLER'S price unless expressly so stated.

Further Orders

SELLER'S willingness to provide goods to PURCHASER pursuant to an order does not constitute an obligation or promise to provide goods to PURCHASER pursuant to any subsequent orders.

Back Orders

Back orders of less than ten percent (10%) of total cases ordered will be cancelled automatically. SELLER'S Customer Service Department will provide notification to PURCHASER of such automatic backorder cancellation within either forty-eight (48) hours or the next business day, whichever is the later to occur, following such cancellation.

Severability/Waiver

If any provision of these Terms is invalid or unenforceable, the provision shall be modified to eliminate the unenforceable element and, so modified, shall be binding on the parties. All other provisions shall remain in full force and effect. A failure to exercise any right or remedy shall not operate as a waiver of any right or remedy, and shall not alter the obligations of the parties.



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Assignment

No orders by PURCHASER are assignable or transferable by PURCHASER, in whole or part, without SELLER'S prior written consent.

Entire Agreement

These Terms and, if applicable, the terms of any floor stocking letter agreement between the parties or, if applicable, the terms of any contract between the parties for the purchase and sale of goods constitute the complete agreement governing the sale of goods between SELLER and PURCHASER. Any terms and conditions other than those referred to in the immediately foregoing sentence are superseded. These Terms supersede any prior Standard Terms of Sale issued by the SELLER. These Terms shall not be modified or altered by any course of performance.

Governing Law

These Terms are to be construed, and the respective rights and duties of SELLER and PURCHASER are to be determined, according to the law of the State of New York, without recourse to the conflict of laws of said State that would direct the use of the laws of another jurisdiction.