

CLEARWATER PAPER CORPORATION

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability; Acceptance

These General Terms and Conditions of Sale ("Terms") apply to all sales of goods ("Products") by Clearwater Paper Corporation ("Clearwater") to Buyer, unless Clearwater and Buyer have entered into a separate written agreement signed by both parties expressly governing such sale. These Terms may be incorporated by reference into Clearwater's quotations, order acknowledgments, sales confirmations, invoices, or similar documents. Clearwater expressly objects to and rejects any additional or conflicting terms proposed by Buyer. Buyer's placement of an order or acceptance of delivery of Products constitutes acceptance of these Terms.

2. Specifications

Products shall be manufactured in accordance with the applicable technical data sheets, product specifications, or similar documentation provided or referenced by Clearwater for the Products purchased (the "Specifications").

3. Inspection; Acceptance

Unless otherwise stated in the applicable Specifications, Buyer shall inspect the Products within thirty days of actual receipt. Use of the Products, in whole or in part, shall constitute acceptance of the Products and a waiver of any right to reject them.

4. Warranty; Disclaimer

Clearwater warrants solely to Buyer that the Products shall materially conform to the applicable Specifications for the warranty period specified in such Specifications. In no event shall the warranty period exceed one (1) year from the date of manufacture.

Clearwater's sole obligation, and Buyer's exclusive remedy, for any breach of this warranty shall be, at Clearwater's option, replacement of the nonconforming Products or refund or credit of the purchase price paid for such Products.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLEARWATER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CLEARWATER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION, REGARDLESS OF THEORY OF LIABILITY. EXCEPTING ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 OF THESE TERMS, CLEARWATER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE AMOUNTS PAID BY BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

6. Indemnification

Each party shall indemnify, defend, and hold harmless the other party from third-party claims to the extent arising out of the indemnifying party's gross negligence, willful misconduct, or breach of these Terms. Additionally, Clearwater shall indemnify, defend, and hold harmless Buyer from and against any third-party claims alleging intellectual property infringement arising from the Products, and no such claim shall be settled without Clearwater's prior written consent.

7. Payment Terms

Payment terms are established at Clearwater's sole discretion, subject to Clearwater's credit approval process, and shall be specified on Clearwater's order acknowledgement accepting a purchase order from Buyer. All payments shall be in US dollars. Buyer shall not withhold payment of any amounts due and payable to Clearwater by reason of any setoff of any claim or dispute with Clearwater. Without prejudice to any other rights Clearwater may have, Clearwater reserves the right at any time to setoff any amounts it owes to Buyer, including rebates, against any amount payable by Buyer to Clearwater.

8. Title; Risk of Loss; Shipping

Unless otherwise expressly stated on Clearwater's order acknowledgement: (i) title to Products shall transfer to Buyer upon Clearwater's delivery of the Products to the first carrier at Clearwater's facility; (ii) risk of loss shall pass to Buyer concurrently with title transfer; and (iii) products shall be shipped FCA Clearwater's facility (Incoterms® 2020). Clearwater may arrange and pay freight as a service to Buyer, without altering the transfer of title or risk of loss. Any consignment arrangement must be set forth in a separately executed written agreement signed by both parties.

9. Force Majeure

Clearwater shall not be liable for delay or failure to perform due to events beyond its reasonable control, including acts of God, labor disruptions, governmental actions, pandemics, supply chain disruptions, or shortages of raw materials or transportation. During any such event, Clearwater may allocate available supply among customers and may adjust pricing to reflect increased costs attributable to such event.

10. Assignment

Buyer may not assign or transfer these Terms or any rights or obligations hereunder without Clearwater's prior written consent. Clearwater may assign these Terms, in whole or in part, without Buyer's consent, including to an affiliate or in connection with a merger, sale of assets, or similar transaction.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The exclusive jurisdiction and forum for resolution of any dispute or matter arising in connection with or relating to these Terms shall lie in the state where the defendant's principal place of business is located. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

11. Notices

All notices under these Terms shall be in writing. Formal legal notices, including notices relating to breach, indemnification, or litigation, shall be delivered by nationally recognized overnight courier or certified mail to the applicable party at its principal place of business, or to such other address as that party may designate in writing. Notwithstanding the foregoing, notices relating to warranty claims, rejection or nonconformance of Products, delivery issues, or other operational matters may be provided by electronic mail to Clearwater's designated business contact and shall be deemed effective upon transmission.