

TERMS AND CONDITIONS FOR ONLINE TRANSACTIONS TO PURCHASE GP PROPERTY (VIA GOINDUSTRY DOVEBID)

By submitting a bid to purchase the Property (as defined below), BUYER (as defined below) agrees that the following terms and conditions apply to such **Online Transaction** (as further defined in the GIDB Terms), and BUYER further agrees that the "Terms and Conditions" required for use of GoIndustry DoveBid's site (the "**GIDB Terms**") are also incorporated into, made part of and shall apply to this Online Transaction, and BUYER agrees that GP may enforce against BUYER such GIDB Terms (including without limitation, BUYER's representations, warranties and disclaimers of warranties contained therein), as a third-party beneficiary of such GIDB Terms.

Additionally, the description of the Property and other provisions set forth in the applicable notes and bid descriptions set forth in GoIndustry DoveBid's Site relating to the subject Property or this Online Transaction (the "**Bid Information**") are incorporated into and made part of this Online Transaction. In the event of conflict among the documents included in or incorporated into the Online Transaction (consisting of these terms and conditions, the Bid Information, and the GIDB Terms), as between BUYER and GP such conflicting provisions shall control in the following priority: Bid Information, these terms and conditions, and the GIDB Terms.

DEFINITIONS: As used herein, the following capitalized terms shall mean:

"BUYER": the bidder that is placing a bid to purchase the Property that is the subject of the Online Transaction, and the term "BUYER" shall continue to mean such entity if and when such entity becomes the purchaser of such equipment or material. BUYER is a "Participant" as defined in the GIDB Terms.

"GP": Georgia-Pacific LLC or, when the Property is being sold by a subsidiary of Georgia-Pacific LLC, "GP" shall mean such subsidiary.

"Property": the goods, equipment, or materials that are the subject of the Online Transaction, upon which the Participant bid to purchase.

1. **CURRENCY.** Unless otherwise specified by GP in the Bid Information, all payments will be made in United States dollars.
2. **WARNING!** ANY PORTION OF THE PROPERTY AND/OR ANY CONTAINER WHICH HOLDS THE PROPERTY WHICH BUYER MAY HEREAFTER RECEIVE FROM GP MAY BE OR MAY BECOME (BY CHEMICAL REACTION OR OTHERWISE), DIRECTLY OR INDIRECTLY, HAZARDOUS TO LIFE, TO HEALTH, TO ENVIRONMENT, OR TO PROPERTY BY REASON OF TOXICITY, FLAMMABILITY, EXPLOSIVENESS OR FOR OTHER SIMILAR OR DIFFERENT REASONS, DURING USE, HANDLING, CLEANING, RECONDITIONING, OR DISPOSAL, AND MAY CONTAIN "HAZARDOUS SUBSTANCES" AS DEFINED IN CERCLA (42 USCA Section 9601[4]) OR RCRA (42 USCA Sections 6903[5] AND 6921. No additional specific warning shall be deemed to limit this broad warning, and if the additional specific warning is inadequate, all of the terms and conditions of sale herein set forth or incorporated shall still apply, even if the inadequacy of the specific warning was due to negligence on GP's part and no course of action on GP's part shall be deemed to limit this broad warning.
3. **NO WARRANTIES.** The Property is sold "**AS IS, WHERE IS, WITH ALL FAULTS.**" THERE ARE NO EXPRESS WARRANTIES EXCEPT THAT GP OWNS THE PROPERTY. NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SHALL BE IMPLIED. GP MAKES NO WARRANTY THAT THE PROPERTY WILL MEET ANY REQUIREMENTS OR EXPECTATIONS OF BUYER. GP SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AS TO THE PROPERTY EXCEPT THE EXPRESS WARRANTY STATED IN THIS PARAGRAPH.
4. **TITLE AND RISK OF LOSS.** Title to the Property shall pass to BUYER, and BUYER assumes all risks of loss upon delivery of the Property by GP in accordance with paragraph 10 below. In the event of loss or damage to Property, once title has passed to Buyer, Buyer agrees that it will file a timely claim against its insurance carrier for any such damage or loss.
5. **INDEMNIFICATION.** BUYER SHALL INDEMNIFY, DEFEND AND HOLD GP AND ITS OFFICERS, AGENTS, EMPLOYEES AND RELATED COMPANIES (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM ANY LOSSES, COSTS, CLAIMS (INCLUDING CLAIMS OF BUYER'S EMPLOYEES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), SUITS, ACTIONS, JUDGMENTS FINES, PENALTIES OR DAMAGES OF EVERY NATURE AND DESCRIPTION (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RESULTING FROM THE HANDLING, TRANSPORTATION, STORAGE, USE, RESALE OR DISPOSAL OF THE PROPERTY AFTER DELIVERY OF THE PROPERTY TO BUYER IN ACCORDANCE WITH PARAGRAPH 10 BELOW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCH LOSSES SHALL INCLUDE LOSSES CONTRIBUTED TO BY THE NEGLIGENCE OR OTHER LEGAL FAULT OF INDEMNITEES, EXCEPT FOR LOSSES CAUSED BY THE SOLE NEGLIGENCE OR LEGAL FAULT OF INDEMNITEES. BUYER'S OBLIGATION TO INDEMNIFY ANY INDEMNITEES SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. **WARNING BY BUYER.** BUYER shall give warning of any possible hazard to any person or persons to whom BUYER resells, gives or delivers the Property or whom BUYER can reasonably foresee may be exposed to such hazard whether or not the Property remains in the containers in which the Property was delivered to BUYER or GP.
7. **REMOVAL OF GP'S MARKS.** BUYER shall remove any and all of GP's trademarks, labels, distinctive markings and designs which may appear on the Property, the packaging material or the container which holds the Property at the time of delivery of same to BUYER, and shall refrain from making any use of such trademarks, labels, distinctive markings and designs.
8. **PAYMENTS.** Unless otherwise specified and agreed in writing by the parties, all payments are due in full within three (3) days of BUYER being notified that BUYER has been accepted as the buyer of the Property, and BUYER shall make such payments in accordance with the GIDB Terms.
9. **FORCE MAJEURE.** GP shall not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including, but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain material, equipment or transportation, and any other similar or different contingency which is beyond GP's reasonable control.
10. **DELIVERY AND REMOVAL TERMS/COMPLIANCE WITH LAW AND POLICY.**

A) **Place of Delivery.** Unless otherwise specified in the Bid Information, the place of delivery of the Property to BUYER shall be at GP's premises where the Property is located.

B) **Required Date of Removal.** Unless otherwise specified in the Bid Information, it is a material condition of this Online Transaction that Buyer shall be responsible for and shall pay all costs of preparing the Property for shipping and loading, and for transportation of the Property from GP's premises on or before the date specified in the Bid Information (but in no event more than thirteen (13) days after BUYER has been informed that it is the chosen buyer through the GIDB process). Failure by BUYER to comply with this removal requirement is a breach of BUYER's contract with GP, and in such event BUYER's payment and the Property are forfeited to GP and GP may sell such Property to another buyer.

C) **Compliance with Laws.** BUYER shall comply with all applicable laws, rules and regulations, and shall comply with all policies of GP regarding visitor access and safety precautions.

D) **On-Site Safety.** Without limiting the foregoing, BUYER shall comply, and shall ensure that its employees and/or Subcontractors comply, with all GP rules and policies applicable to BUYER's activities on GP's premises, including, but not limited to, GP's Contractor Environmental, Health and Safety Compliance Standard. In addition, BUYER shall provide its and its Subcontractors' employees with all training (including without limitation hazard communication training) and personal protective equipment necessary for them to perform the activities on GP premises in a safe and efficient manner and shall familiarize such employees with all applicable workplace health and safety (including as applicable, but not limited to, OSHA) regulations and GP safety rules and policies. BUYER shall notify GP immediately of any unsafe working condition at the Site observed by BUYER or its employees or Subcontractors and shall not require its employees or Subcontractors to continue to work in any unsafe area until such condition is corrected or otherwise ceases to exist. BUYER shall ensure that its Subcontractors understand and specifically agree to comply with the requirements of this Article. At any time, GP shall have the right, in its sole discretion and without cause, to deny access to any individual to any GP property.

11. **CONSEQUENTIAL DAMAGES.** IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL GP BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. **TAXES.** BUYER shall be responsible for payment of the Purchase Price, all applicable sales or use taxes or other taxes, charges, or fees required to be paid or collected by GP by reason of this sale, or provide GP with a valid exemption certificate. In the event that BUYER either fails to pay the taxes or other charges as agreed above or fails to provide a valid exemption certificate, BUYER shall indemnify and hold GP harmless from any liability and expense by reason of such failure.
13. **INSURANCE.** BUYER shall not enter GP's premises or move, load, transport or otherwise handle the Property on GP's premises without first having obtained insurance coverage satisfactory to GP.

BUYER shall maintain during the entire time of its performance under this Online Transaction insurance policies within minimum limits of coverage as set forth below, and if BUYER is using a third party to perform any work related to removal and transportation of the Property on and from GP's premises (such third parties are hereinafter called "**Subcontractors**"), BUYER shall also require each such Subcontractor to comply with this the requirements of this paragraph 13:

- (i) Worker's Compensation, as prescribed by applicable law, and Employers Liability Insurance with minimum limits of \$ **500,000** each accident.
- (ii) Commercial General Liability Insurance, with minimum limits of \$ **3,000,000** for bodily injury and property damage, per occurrence and in the aggregate.
- (iii) Automobile Liability Insurance, with a minimum combined single limit of \$ **1,000,000** for bodily injury and property damage.

All such coverage shall further conform to the requirements of Exhibit A attached hereto. Such insurance shall list GP as an additional insured in accordance with the requirements of Exhibit A, and provide coverage on an "occurrence" policy form acceptable to GP with respect to liability arising out of BUYER's performance of this Online Transaction.

The insurance may be subject to commercially reasonable self-insured retentions ("SIRs") or deductibles if approved in advance by GP, which approval shall not be unreasonably withheld. BUYER acknowledges that in no event will GP's insurance including but not limited to any SIR or deductible be considered other insurance under the terms of BUYER's policies. BUYER shall be responsible for payment of any and all deductibles or SIRs from insured claims under its policies. The coverage afforded under any insurance policy obtained by BUYER pursuant to this Paragraph K shall be primary and non-contributory to any other insurance available to GP.

All such policies of insurance shall provide that the same shall not be canceled nor the coverage modified nor the limits changed without first giving ten (10) days' prior written notice thereof to GP. No such cancellation, modification or change shall affect BUYER's obligation to maintain the insurance coverages required by this Online Transaction.

Upon request and prior to arrival at GP's premises, BUYER and any Subcontractor shall provide GP with a certificate of insurance in advance and an additional insured endorsement satisfactory to GP evidencing the insurance coverages set forth above.

14. **MODIFICATION.** BUYER understands and agrees that: (a) no modifications of the terms and conditions of sale set out in this Online Transaction (including Bid Information) shall be effective unless made by an authorized representative of GP in writing and specifically referring to this Online Transaction; (b) no course of action on the part of GP shall be deemed to modify the Warning (set forth in paragraph 2 above) or this Online Transaction; and (c) GP's acknowledgment or acceptance of anything in writing from BUYER which is in conflict with such Warning or this Online Transaction and any subsequent delivery of items shall not constitute a modification or waiver of such Warning or this Online Transaction.
15. **GOVERNING LAW.** This instrument shall be construed according to the laws of the Georgia without regard to its conflict of law provisions.
16. **EXPORTING RESTRICTIONS.** BUYER agrees it shall obtain all export licenses and other government approvals which are required by applicable laws, rules or regulations, and certifies to GP that BUYER shall not permit unauthorized export, diversion or trans-shipment of the Property in violation of any such license, approval or applicable law, rule or regulation. BUYER shall protect, defend, indemnify and hold GP and its agents, employees and related companies harmless from any Losses arising out of BUYER's breach of this paragraph.
17. **CONFIDENTIALITY AND CONFIDENTIAL INFORMATION.** BUYER shall not, at any time during or after the term of this Online Transaction, disclose to others and will not take or use for its own purposes or the purposes of others any information, knowledge or data relating to (i) GP's confidential or proprietary business plans, policies, strategies and philosophy, financial statements and information, prices and costs, suppliers, customers and customer requirements, marketing strategies and targets, the skills of GP employees, and the manner in which GP provides products and services to its customers or (ii) GP's secret, proprietary or confidential information, knowledge (know-how) or data relating to any business idea, product, apparatus, machine, process, procedure, formula, data, database, computer software, hardware and network architecture, manufacturing, purchasing, accounting, engineering, or marketing method at any time used, invented, developed, acquired, discovered, or investigated by GP ("Confidential Information"). For the avoidance of doubt, "Confidential Information" includes any information observed or obtained by BUYER or anyone performing work on BUYER's behalf while on GP's premises. BUYER shall not take any photographs, digital images, videos, or use any other visual recording devices on GP's premises except when and to the extent specifically allowed by GP in writing prior to BUYER's arrival at the GP premises. Upon termination of this Online Transaction, for any cause, BUYER shall immediately return all items belonging to GP, including all copies of documents containing GP's Confidential Information. In addition, the terms of this Online Transaction, and any description of work performed or equipment supplied shall be deemed confidential, and BUYER shall not publish or represent directly or indirectly that any product or service offered by BUYER has been approved, used or endorsed by GP.
18. **SUBCONTRACTORS AND THIRD PARTIES.** BUYER assumes full responsibility for the acts and omissions of, and for compliance with any all applicable laws including laws governing employment and taxation matters with respect to, its Subcontractors and the employees and personnel of BUYER and each Subcontractor performing

work on BUYER's behalf in fulfillment of BUYER's obligations under this Online Transaction. Upon request, BUYER shall provide GP with information and documentation reasonably necessary to assure GP of each Subcontractor's suitability and qualifications, and to assure GP of each Subcontractor's conformity to GP's rules, regulations and policies throughout the Term. BUYER shall ensure that each Subcontractor agrees with BUYER to be bound by the provisions of the Online Transaction relevant to the work to be provided by such Subcontractor (including but not limited to GP's Contractor Environmental, Health and Safety Compliance Standard) and that each Subcontractor assumes such obligations and responsibilities that will ensure that no arrangement or agreement with any Subcontractor is inconsistent with this Online Transaction or adversely affects GP's exercise of its rights hereunder. BUYER agrees that it shall remain primarily liable and obligated to GP for the acts and omissions of its Subcontractors and for the timely and proper performance of all obligations under this Online Transaction. Nothing contained in the Online Transaction shall create any contractual relationship between GP and any Subcontractor or alter such Subcontractor's status as an independent contractor.

19. **CLEANING UP.** BUYER shall at all times keep clean and free from accumulations of scrap, excess material, and solid waste all areas within GP's premises where BUYER works to remove and transport the Property, and BUYER shall leave such GP's premises "broom clean". GP has the right to inspect all areas of GP's premises where BUYER has taken action and BUYER shall be responsible for performing or having performed any corrective action needed to repair or replace any GP property disturbed or damaged by BUYER or its Subcontractors.

EXHIBIT A
INSURANCE REQUIREMENTS

1. During the term of this Online Transaction, BUYER shall maintain, at its own expense, the following minimum insurance coverages and limits:
 - A. **Worker's Compensation**, as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable, and **Employers Liability Insurance**. BUYER shall require its insurer or insurance agent to provide, as requested by GP, BUYER's Experience Modification Rating (EMR).
 - B. **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96 with standard exclusions "a" through "n", ISO CG 00 01 07 98 with standard exclusions "a" through "o", or ISO CG 00 01 10 01 with standard exclusions "a" through "o"). This insurance must include the following features:
 - Contractual Liability coverage.
 - Products and Completed Operations continuing in full force and effect for three (3) years following completion, expiration or termination of this Online Transaction.
 - List GP as an additional insured.
 - C. **Automobile Liability Insurance**, covering all owned, non-owned, hired and leased vehicles. This insurance must include contractual liability coverage and name GP as an additional insured.
2. BUYER, on behalf of its insurers, waives any right of subrogation that such insurers may have against GP arising out of the Online Transaction. The insurance specified above shall contain a waiver of the right of subrogation against GP and an assignment of statutory lien, if applicable. Any physical damage insurance carried by BUYER on construction equipment, tools, temporary structures and supplies owned or used by BUYER shall provide a waiver of the right of subrogation against GP.
3. The coverage afforded under any insurance policy maintained by BUYER pursuant to this Online Transaction shall be primary and non-contributory to any other insurance available to GP.
4. The minimum limits of coverage required by this Online Transaction may be satisfied by a combination of primary and excess or umbrella insurance policies.
5. The obligation to carry insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the BUYER under the Online Transaction. BUYER shall be held accountable for all insurance coverages, including those of sub-contractors. GP shall not be under any duty to advise BUYER in the event that BUYER's insurance is not in compliance with the Online Transaction. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.