

NEW LEAF PAPER

TERMS AND CONDITIONS OF SALE

CREDIT AND PAYMENT

- 1) For the purpose of procuring credit with New Leaf Paper, Inc. (NLP), all Customers (hereinafter sometimes called the "Buyer") are requested to complete and sign NLP's Credit Application and Agreement. It is understood that any such credit and/or financial information will be held in strict confidence and used only in consideration of this application.
- 2) NLP may apply any and all of the following procedures while reviewing and setting Customer credit limits: purchase and review Dun & Bradstreet or other credit bureau reports, verify credit references, request and review financial statements, request personal guarantee from company principal(s), interview company Chief Financial Officer or Principal. Customer will then be notified of credit limit established by NLP (typically by email).
- 3) Upon approval of this application, it is agreed that all purchases will be paid in full and in accordance with the terms of sale as stated on NLP invoices(s). Standard terms are Net 21 from date of invoices for Customers with approved credit terms. As a practice, NLP does not offer or accept early payment discounts. If orders exceed established credit limit but are still current, early payment will be necessary to ship additional orders.
- 4) Payments made by CHECK should be mailed to NLP's Lockbox address as noted on every invoice. Payments may also be made by ACH or WIRE. Contact New Leaf Paper's Controller for Bank Beneficiary details.
- 5) Should Customer fail to pay any invoice when due, Customer hereby agrees to pay a finance charge upon NLP's demand. The charge shall be computed on the outstanding past due balance and shall not exceed the maximum rate allowed by law. Currently rate is 18% (1.5% per month).
- 6) NLP reserves the right to revoke any credit extended to Customer because of Customer's failure to pay for goods when due or for any other reason deemed good and sufficient by it. NLP shall have the right to require full cash payment in advance before making shipment, regardless of the terms shown on the face of the order acknowledgement. If Buyer shall default in any of the terms of any order or payment, or if the financial responsibility of the Buyer shall at any time become impaired or unsatisfactory in the sole judgment of NLP, NLP shall have the right to terminate this contract without notice, or to defer or discontinue further shipment hereunder.
- 7) In the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, NLP may at its option, cause the entire unpaid balance to become due and immediately payable.
- 8) Customer agrees to pay NLP a service charge of \$40.00 for returned checks.
- 9) Should NLP find it necessary to obtain assistance in collecting any past due balance, Customer agrees to pay reasonable attorney fees, collection fees, and/or court costs allowable by law.
- 10) Venue of any suit or action arising out of these terms shall be laid in the county and state of New Leaf Paper, Inc's choice.

CONDITIONS OF SALE

ACCEPTANCE: All contracts and orders are subject to approval and acceptance by NLP. NLP's acceptance of this order is expressly conditioned on the Buyer's assent to the terms and conditions set forth below and on the face of the acknowledgment which terms and conditions shall supersede any contrary provision in any purchase order or other communication from the Buyer. Such assent shall be deemed given unless the Buyer notifies in writing to the contrary within ten (10) days after the receipt of the acknowledgement and in any event prior to NLP's performance or shipment of any part of such order.

PRICES: The prices quoted for materials and other items delivered to points designated by Buyer shall be invoiced at NLP's prices and charges in effect at the time of shipment. Any customer quotes received from NLP sales or customer service personnel are valid for 30 days from date of quote. Unless otherwise stated, the sales prices specified herein do not include any federal, state or local taxes (including without limitation, sales, use, excise, manufacturing, receipts, gross income, occupation and similar taxes or charges upon this transaction by any government authority). Wherever applicable, such taxes or charges will be for the account of the Buyer.

CANCELLATION: The order hereby acknowledged cannot be canceled except with NLP's consent and upon terms that will indemnify NLP against loss.

PURCHASE ORDERS: A written Purchase Order is required from Buyer on all orders over US\$10,000 or 10,000 pounds. Verbal or email PO's will be accepted on orders for amounts less.

RETURNS: Must be pre-authorized by New Leaf Paper, Inc. Only unopened products less than 30 days old from delivery date, in resalable condition will be accepted and will be subject to 15% (\$300 minimum) restocking fee. The customer is responsible for return freight. Custom and/or special make items are not eligible for return.

TAXES: Local sales tax will be assessed to any invoice based on shipping point jurisdiction, unless New Leaf Paper is provided a Certificate of Resale by Customer. The certificate will attest to the Buyer's intention to re-sell the PAPER purchased from New Leaf paper. Any tax, duty, or other governmental charge now or hereafter levied upon the production, sale, use or shipment of materials ordered or sold hereunder shall be for the Buyer's account. Such governmental levies are not covered in the Seller's price, unless expressly so stated. Such additional amount shall become due and payable, net, at the time the invoice for the merchandise shall become due and payable.

DELIVERY: F.O.B. points, freight allowances and other transportation arrangements applicable to sales shall be as set forth in NLP's published sales policy statements or quoted by NLP sales or customer service personnel.

TIME OF PERFORMANCE: NLP shall not be responsible nor deemed to be in default on account of delays in performance of this agreement due to causes which are beyond its reasonable control and not occasioned by its fault or negligence and which make its performance impractical, including but not limited to, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers of suppliers and governmental acts or regulations.

CLERICAL ERRORS: Stenographic and clerical errors herein are subject to NLP's correction.

INDEMNIFICATION: Buyer agrees to indemnify and hold harmless NLP of and from any and all claims or liabilities asserted against NLP in connection with the manufacture, sale, delivery, resale or repair or use of any product covered by or furnished under this sale/contract arising in whole or in part. Buyer shall indemnify NLP from and against any claims for infringement of patents, copyrights, or trademarks, or from unfair competition claims based upon any design, legend or other matter, whether or not prepared by NLP, printed upon the materials at NLP's request.

NON-WAIVER: NLP's waiver of any of these Conditions of Sale in any instance shall be limited to that instance and shall not imply that NLP will waive such Condition of Sale on any future occasion.

BUSINESS web-site: www._____

rev 06.24.09

Name of Business		DBA:		Phone ()		Fax ()	
Billing Address			City			State	Zip
Physical Address			City			State	Zip
DUNS no:							
Type Of Business		Date Incorporated	Annual Sales	No. Employees	Federal Tax ID No.	Sales Tax Exempt Yes* <input type="checkbox"/> No <input type="checkbox"/> * attach certificate	P.O. Required? Yes <input type="checkbox"/> No <input type="checkbox"/>

PROPRIETORSHIP **PARTNERSHIP** **PRIVATE CORPORATION-(may require Personal Guarantee)**

Principal's Name		Title		% Ownership		Soc. Sec. No.	
Home Address			City			State	Zip
Principal's Name		Title		% Ownership		Soc. Sec. No.	
Home Address			City			State	Zip

PUBLIC CORPORATION

Officer's Name		Title		Officer's Name		Title	
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BANK REFERENCES

Bank Name		Address		City		State	Zip
Officer		Checking Acct. No.		Savings Acct. No.		Phone ()	

CREDITOR REFERENCES

Company Name		Address		Contact/Title		Phone		Fax	
Company Name		Address		Contact/Title		Phone		Fax	
Company Name		Address		Contact/Title		Phone		Fax	

ACCOUNTS PAYABLE

A/P contact name:		A/P Telephone:		Fax:		A/P Email address:	
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Upon credit approval, New Leaf Paper, Inc. terms are net 21. We do not offer early payment discounts.

I hereby authorize you to obtain such information as you may require concerning the references listed, statements and other data from me pertaining to our credit history. I hereby certify that all statements in this application are true and complete, and are made for the purpose of obtaining credit. I understand and agree to the above Terms and Conditions of Sale.

Signed: _____ **Title:** _____ **Date:** _____

PERSONAL GUARANTEE

I/we _____ the undersigned agree that should any amount go beyond the agreed terms set forth between New Leaf Paper Inc. and representing parties of New Leaf Paper (i.e officers, salespeople) and company name _____, that collection and/or legal fees (if applicable), be added to the principle amount to no more than the limit set forth by state law. Furthermore I agree to pay this amount in full (including additional fees) before any further product or service is granted towards said company. I also allow New Leaf Paper to investigate any listed trade references listed on this application. I also allow New Leaf Paper and it's agents to investigate personal credit to determine overall viability and establish credit worthiness.

Guarantor _____ title _____ SSN _____ date _____ Witness _____ date _____

State of business _____ Notary if state required: _____ Stamp: _____