



**INTERFOR CORPORATION AND INTERFOR U.S. INC.
STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

1. ENTIRE AGREEMENT. These Standard Terms and Conditions for the Purchase of Goods and Services ("**Terms and Conditions**") are incorporated into and form an integral part of each Purchase Order entered into by Interfor Corporation or Interfor U.S. Inc. (each, "**Interfor**") and the supplier identified in the Purchase Order ("**Supplier**"), for the performance by Supplier of services ("**Services**") and/or the delivery by Supplier to Interfor of goods, materials, equipment or deliverables that are the product of Services (collectively, "**Goods**" and, together with Services, the "**Goods/Services**"). The Purchase Order and the version of these Terms and Conditions that is available on www.interfor.com at the time of Supplier's acceptance or deemed acceptance of the Purchase Order (together, the "**Agreement**") constitute the entire agreement between Interfor and Supplier regarding the delivery or performance by Supplier to Interfor of the Goods/Services described in the Purchase Order, and supersede all previous quotations, proposals, agreements, communications, expectations, negotiations, representations or understandings, whether oral or written, express or implied, statutory or otherwise, regarding such Goods/Services. These Terms and Conditions may be amended by Interfor at any time and from time to time by notice to Supplier, but a Purchase Order may not be amended except by written document signed by Supplier and Interfor. No representative or agent is authorized to waive any of the terms of the Agreement without the express written agreement of an authorized signatory of Interfor. Except to the extent of specifying the nature or description of the Goods/Services to be supplied and only to the extent that such are consistent with the terms of the Agreement, the terms and conditions of Supplier's quotation, proposal or other correspondence are hereby refused and rejected by Interfor without any requirement for further notice of the refusal and rejection, and neither the acceptance by Interfor of Goods/Services nor the payment by Interfor therefor, shall constitute a waiver by Interfor of any of the terms and conditions contained in the Agreement or an assent by Interfor to any other terms or conditions.

2. GOODS/SERVICES. Supplier shall perform and/or deliver the Goods/Services in accordance with the Agreement.

3. STANDARD OF CARE. Supplier shall perform all Services in a competent and professional manner, and to the highest commercial standard of care, skill and diligence maintained by persons providing similar services. Supplier is qualified to perform the Services enumerated herein and shall maintain all valid licenses, permits and registrations required by law to perform the Services.

4. HEALTH AND SAFETY. Supplier shall have sole responsibility for the safety of Supplier's directors, officers, employees, contractors, subcontractors, or agents (collectively "**Supplier's Representatives**") while on any of Interfor's sites, and Supplier shall ensure that Supplier's Representatives are fully trained with respect to, and fully comply with, all health, safety and security laws, rules, regulations, policies and instructions specified by Interfor from time to time.

5. COMPLIANCE WITH LAW AND POLICIES. Supplier will comply, and will ensure that all Supplier's Representatives comply, with the provisions of all applicable federal, state, provincial, municipal, local and other applicable laws, rules and regulations in the performance of their respective obligations under the Agreement. Supplier will comply, and will ensure that all Supplier's Representatives comply, with all Interfor policies that are applicable to Interfor's suppliers and contractors and either provided to Supplier, or made available on Interfor's website (www.interfor.com), including but not limited to Interfor's Code of Conduct & Ethics and Interfor's Drug & Alcohol Policy.

6. CO-ORDINATION OF ACTIVITIES. Supplier acknowledges and agrees that it may be required to proceed with its work simultaneously with others at the place of work and Supplier agrees that it will cooperate with all others at the place of work with a view to obtaining maximum efficiency and orderly and timely completion of the Services. Supplier agrees that it will not be entitled to any additional compensation by reason of the fact that it is required to perform the Services at the place of work at the same time as others.

7. PRICE, INVOICE AND PAYMENT. Interfor shall pay Supplier the price or at the rates set out in the Agreement. Unless otherwise specified in the Purchase Order, payments shall be made within 30 days of receipt of an invoice.

8. TAXES. Interfor will not be liable for any taxes with respect to a Purchase Order, except for sales, use, excise, ad valorem, value added, or consumption taxes imposed by any governmental, public, judicial or quasi-judicial authority, or self-regulatory organization ("**Governmental Authority**") that Supplier is required by applicable law to collect from Interfor; and provided that Supplier issues an invoice in a manner that enables Interfor to claim an input tax credit or refund in accordance with applicable law. Supplier shall not collect or remit, and Interfor shall not be liable for, any taxes in respect of which Interfor has provided Supplier with a tax exemption certificate. If Interfor is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies or charges ("**Withholding Taxes**") from any fees, expenses or other charges paid to Supplier, Interfor will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees, expenses or other charges. If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides documentation satisfactory to Interfor of such exemption from, or reduced rate of, withholding, Interfor will be entitled to withhold such Withholding Taxes from which Supplier is not exempt.

9. LIENS. Supplier will keep Interfor's real and personal property free from all liens or other charges arising out of or related to the delivery or performance of the Goods/Services. Supplier will promptly pay all charges, assessments and

claims against Supplier or any of its subcontractors in respect of labour, materials, equipment and services used or contracted for by Supplier in the delivery or performance of the Goods/Services or which might constitute a lien upon any real or personal property of Interfor. If a lien or other charge is made or threatened to be made against Interfor's property as a result of the delivery or performance of Goods/Services, Supplier shall: (a) make all payments, including but not limited to the granting of security or payment into court, necessary to have the lien removed within five (5) days after Interfor has given Supplier notice of the lien, or (b) prevent the lien being made, and, upon any failure of Supplier to do so: (i) Interfor may make such payments on Supplier's behalf as are necessary to release Interfor's property from the lien or other charge; and (ii) the amount of any payment made by Interfor hereunder shall be a debt due and payable by Supplier to Interfor, and Interfor may deduct an amount equal to such debt from any payment that may be or become due and owing by Interfor to Supplier under the Agreement.

10. DELIVERY. Unless otherwise provided in the Agreement, Supplier shall deliver the Goods DDP (Delivered Duty Paid) the delivery address or destination stated in the Purchase Order (the "**Delivery Point**"). Delivery of the Goods must be made free and clear of all liens, charges, encumbrances and security interests within the time and in the manner stated in the Agreement. Supplier shall not deliver any Goods/Services later than, or substantially in advance of, a scheduled delivery date. If Supplier does not adhere to the delivery schedule, Interfor may, at its sole option, agree to revise the delivery schedule or terminate the Agreement without liability to Interfor.

11. TITLE AND RISK. Ownership of and title to the Goods, or any part thereof, shall pass to Interfor upon delivery of the Goods or such part thereof to the Delivery Point, provided that title to any items which have been paid for by Interfor in advance of delivery shall be vested in Interfor from the time of such payment. Supplier will bear the risk of loss of the Goods until they are delivered to Interfor.

12. PACKAGING. All Goods shall be suitably packaged for shipment by Supplier at its expense.

13. INSPECTION. All Goods supplied under the Agreement will be subject to Interfor's inspection and acceptance or rejection, after receipt and installation of the Goods. Interfor will notify Supplier within a reasonable period of time of its rejection of any Goods that are not in accordance with the terms and conditions of the Agreement. Interfor reserves the right to: (a) hold rejected Goods at Supplier's risk; (b) to return rejected Goods at Supplier's expense; or (c) require Supplier, at Supplier's expense, to correct any deficiencies in, or replace, the rejected Goods at a location specified by Interfor.

14. WARRANTIES. Supplier warrants and represents that the Goods/Services will: (a) comply with all applicable laws, regulations, standards, codes and other requirements of any Governmental Authority, and standards and codes customarily applicable at the places where Interfor will receive or use the Goods/Services; (b) conform in all respects to the terms and conditions of the Agreement and all applicable samples, specifications, drawings or other descriptions provided to Interfor; (c) be fit, suitable and perform satisfactorily for the purposes and under the conditions reasonably inferable, or made known by Interfor, to Supplier; and (d) not infringe or violate the intellectual property or other rights of any person. Supplier warrants and represents that it has good title to all Goods sold to Interfor under the Agreement and that the Goods will: (i) be free and clear of all liens or other encumbrances; (ii) conform to all specifications therefor in the Purchase Order; (iii) be free from defects in design, materials, workmanship; and (iv) be of merchantable quality.

15. MANUFACTURER'S WARRANTIES. Supplier hereby assigns to Interfor the benefit of all Suppliers' manufacturers' or other third parties' warranties and any indemnities with respect to the Goods/Services. To the extent that any warranties and indemnities are not assignable to Interfor, Supplier will exercise its reasonable efforts at Interfor's request to enforce those claims or rights on behalf of Interfor. Notwithstanding the foregoing, Supplier will remain liable under its warranty and support obligations hereunder.

16. INDEMNITY. Supplier will indemnify, defend and hold harmless Interfor, its affiliates, and each of their directors, officers, employees, agents and contractors ("**Indemnitees**") from and against any and all losses, damages, liabilities, penalties, fines, injuries to persons or property, claims, actions, proceedings, lawsuits, judgments and expenses (including but not limited to reasonable legal fees and costs) incurred, sustained or brought against the Indemnitees or any of them, related to or arising out of: (a) any breach by Supplier of, or default by Supplier under, any of the provisions of the Agreement; (b) any negligence or willful misconduct of Supplier or any of Supplier's Representatives; (c) injury to or death of any of Supplier's Representatives, or damage to or destruction of property belonging to Supplier or Supplier's Representatives, in Supplier's possession or under Supplier's control, except to the extent that such injury, death, damage or destruction arises from the gross negligence or willful misconduct of such Indemnitee; and (d) any claim that any Goods/Services infringe or violate the intellectual property or other rights of any person. The provisions of this section shall survive the expiry or earlier termination of the Agreement, and shall be in addition to any other right or remedy that Interfor may have, whether at law or in equity.

17. RIGHT OF SET-OFF. Interfor will be entitled to set-off against and withhold from any payment owed to Supplier, the amount of any indemnity claim that has arisen, or is reasonably likely to arise, under the Agreement.

18. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY THE OTHER PARTY, ITS CUSTOMERS OR ANY OTHER THIRD PARTY, EVEN IF THE FIRSTMENTIONED PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; except to the extent such claim arises from Supplier's indemnity obligations under section 16 with respect to a third party claim, or either party's fraud, willful misconduct or willful omission.

19. INSURANCE. If Supplier and/or any Supplier's Representatives will be at any of Interfor's sites, Supplier will obtain and maintain: (a) commercial general liability insurance with an insurer acceptable to Interfor with a minimum limit of \$2,000,000 per occurrence covering all bodily injury and property damage; (b) automobile liability insurance with a minimum limit of \$2,000,000 per occurrence covering all Supplier's licensed vehicles (owned, leased, rented or borrowed) used in the performance of the Agreement; and (c) property coverage against all risks of physical loss or damage, for the full replacement value of all machinery and equipment of Supplier used in the performance of its obligations under the Agreement. Each such insurance policy will include Interfor and its directors, officers, employees, agents and other contractors as an additional insured and a waiver of the subrogation rights of the insurer for any claims it might otherwise have against Interfor and its directors, officers, employees, agents and other contractors. Before providing any Services under this Agreement, Supplier will provide to Interfor a valid certificate of the insurance carried by Supplier.

20. INDEPENDENT CONTRACTOR. The parties to the Agreement are independent contractors and nothing in the Agreement constitutes Supplier as a partner or agent of Interfor. Supplier has no authority to represent, bind, act for, undertake or create any obligation or responsibility on behalf of, or in the name of, Interfor or represent that it is the agent of Interfor. No relationship of exclusivity shall be construed from the Agreement.

21. PAYROLL FUNCTION. Supplier will observe and comply with all applicable employment, labour and human rights rules, laws, ordinances, codes and regulations. Supplier agrees to remit and will be responsible for all withholding taxes; income taxes; applicable pension plan, social services or similar contributions; employment or unemployment insurance deductions; workers compensation assessments and penalties; taxes and any other deductions required by applicable laws for Supplier and any of Supplier's Representatives. Supplier is solely responsible for and will file all returns required under all applicable laws, including but not limited to any applicable income tax legislation, pension plan, social services or similar legislation and employment or unemployment insurance legislation.

22. WORKERS' COMPENSATION. Supplier shall comply with all applicable worker's compensation and occupational health and safety legislation statutes and regulations, and shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, at its own expense, worker's compensation and occupational health and safety coverage for Supplier and its employees sufficient to provide coverage for every province, state or jurisdiction in which Supplier was hired by Interfor, Supplier hired its employees, and in which Supplier or its employees perform services for Interfor. Supplier shall provide Interfor with a clearance letter or proof of workers' compensation insurance coverage from the applicable workers' compensation authorities, and shall immediately notify Interfor of any lapse in coverage.

23. EQUAL OPPORTUNITY. Any Supplier of Goods/Services to Interfor U.S. Inc., and such Supplier's subcontractors, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

24. FORCE MAJEURE. If the performance of any obligation under the Agreement, except the making of payments, is prevented or restricted by reason of adverse weather conditions, fire, flood, earthquake, explosion or other act of God beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent and for the duration of such prevention or restriction; provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will resume performance under the Agreement whenever such causes are removed.

25. TERMINATION AND DEFAULT. Interfor may, at any time without cause and for any reason, by delivering at least ten (10) days' written notice of termination to Supplier, terminate the Agreement with respect to all or any part of the Goods/Services that, as of the date of delivery of such notice to Supplier, have not been specially ordered by Supplier, shipped or commenced. Interfor may terminate the Agreement immediately in whole or in part and without liability if: (a) Supplier fails to comply with the terms and conditions of the Agreement; (b) Supplier or, if applicable, its general partner, direct or indirect parent company, or ultimate beneficial owner becomes or is deemed to be insolvent, bankrupt or makes an assignment for the benefit of creditors, or a receiver, trustee, monitor or equivalent is appointed for Supplier or, if applicable, its general partner, direct or indirect parent company or ultimate beneficial owner; or (c) the primary, or all of the, business activities of Supplier are permanently suspended or suspended for at least 45 days.

26. CONFIDENTIALITY. Neither party, without the consent of the other party, will disclose or communicate to any person other than for the purposes of the Agreement, any information disclosed to it by another party, the terms of the Agreement or any information obtained or produced in relation to the Agreement ("Confidential Information"). The foregoing prohibition does not prevent the disclosure of Confidential Information: (a) to a party's officers, employees and advisors that require access to the information for the purposes of the Agreement and who are made aware of the confidential nature of the Confidential Information; (b) that is ordered or required by any applicable law, court order or governmental authority; (c) known to the disclosing party on a non-confidential basis; (d) in the public domain through no fault of the disclosing party; or (e) lawfully acquired by a party from a third party that is not known to be or would not after reasonable inquiry be expected to be known to be under an obligation of confidentiality to the other party. Each party agrees that it shall take any and all steps as may be reasonably necessary to protect and prevent the disclosure of the other party's Confidential Information to any unauthorized person by such party or its affiliates, directors, officers, employees, agents, advisors or representatives.

27. ASSIGNMENT AND SUBCONTRACTING. Supplier shall not assign, transfer, subcontract or otherwise dispose of the Agreement or any of Supplier's rights or obligations hereunder, without the prior written consent of Interfor. Any attempted assignment or transfer without Interfor's prior written consent shall be null and void and Interfor shall have no obligation to purchase any Goods or Services from any other person pursuant to an assignment or transfer of the Agreement without the prior written consent of Interfor. The Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties to the Agreement.

28. NOTICES. Except for invoices delivered electronically to the location identified by Supplier as the location to which the invoices may be sent (which will be deemed to have been received when so delivered), any notice given under or in connection with the Agreement shall be in writing and delivered by fax, hand or courier, or sent by registered or certified mail with postage prepaid, to the addresses or fax numbers indicated on the first page of the Purchase Order or to such other addresses or fax numbers as Supplier or Interfor may designate by notice in writing, provided that in event of a postal strike or other labour dispute or interruption, all notices shall be faxed or delivered by hand or courier. Any such notice delivered by fax, hand or courier shall be deemed to have been received when delivered, and any mailed notice shall be deemed to have been received five (5) business days after mailing.

29. TIME OF ESSENCE. Time is of the essence of the Agreement.

30. WAIVER AND CONSENT. No consent or waiver, express or implied, by either party to or of any breach or default by the other of any or all of its obligations under the Agreement will be valid unless it is in writing, be relied on as a consent to or waiver of any other breach or default of the same or any other obligation, constitute a general waiver under the Agreement, or eliminate or modify the need for a specific consent or waiver pursuant to this section in any other or subsequent instance.

31. SEVERABILITY. Any invalidity, illegality or unenforceability of any provision of the Agreement in any jurisdiction, will not affect its validity, legality in any other jurisdiction, or the validity of any other provision of the Agreement.

32. CONSTRUCTION. The Agreement is for the exclusive benefit of Supplier and Interfor and not for the benefit of any third party. The division of the Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of the Agreement. A reference in these Terms and Conditions to the word "section" refers to a section of these Terms and Conditions unless otherwise indicated.

33. GOVERNING LAW. The Agreement shall be governed by and construed in accordance with: (a) the laws of the Province of British Columbia in the case where any Goods/ Services are provided to Interfor Corporation; (b) the laws of the State of Washington in the case where any Goods/Services are provided to Interfor U.S. Inc. locations in either Washington or Oregon; and (c) the laws of the State of Georgia in all other cases where any Goods/Services are provided to Interfor U.S. Inc., in each case without reference to the applicable jurisdiction's conflict of law rules. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to the Agreement, including but not limited to the negotiation, performance or interpretation of the Agreement and the transactions contemplated in the Agreement, may only be brought and determined: (i) in the courts of British Columbia sitting in Vancouver, British Columbia in the case where the Agreement is governed by the laws of the Province of British Columbia; (ii) in a federal or state court in Seattle, Washington in the case where the Agreement is governed by the laws of the State of Washington; and (iii) in a federal or state court in Atlanta, Georgia in the case where the Agreement is governed by the laws of the State of Georgia (or any other court hearing appeals from such courts), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the applicable court sitting in Vancouver, British Columbia; Seattle, Washington; or Atlanta, Georgia, as the case may be.

34. SITUS OF AGREEMENT. The Agreement shall be deemed to have been made: (a) in the Province of British Columbia in the case where any Goods/Services are provided to Interfor Corporation; (b) in the State of Washington in the case where any Goods/Services are provided to Interfor U.S. Inc. locations in either Washington or Oregon; and (c) in the State of Georgia in all other cases where any Goods/Services are provided to Interfor U.S. Inc.