

**INTERFOR TERMS AND CONDITIONS OF SALE FOR LUMBER PRODUCTS (NORTH AMERICA AND EXPORT)**

**1. ENTIRE AGREEMENT.** These Terms and Conditions of Sale for Lumber Products (North America and Export) ("**Terms and Conditions**", available for download at [www.interfor.com/terms-and-conditions](http://www.interfor.com/terms-and-conditions)) are incorporated into and form an integral part of each Acceptance of Offer and Contract of Sale ("**Contract of Sale**") entered into by Interfor Corporation, Interfor East Ltd., EACOM Timber Corporation, Interfor U.S. Inc., Interfor Sales & Marketing Ltd., Interfor Japan Ltd., Chaleur Forest Products Limited Partnership and Chaleur Forest Products Inc. (each such seller is referred to in these Terms and Conditions as "**Interfor**") providing for the sale of lumber products described in such Contract of Sale ("**Lumber Products**") by Interfor to the person indicated in the Contract of Sale as the person to whom the Lumber Products are "Sold To" (referred to in these Terms and Conditions as "**Customer**"). The Contract of Sale, any invoice issued by Interfor, and the version of these Terms and Conditions in effect on the date of the Contract of Sale (together, the "**Agreement**"), constitute the entire agreement between Interfor and Customer regarding the sale of the Lumber Products by Interfor to Customer, and supersede all previous agreements, purchase orders, representations or understandings, whether oral or written, express or implied, statutory or otherwise, between Customer and Interfor with respect to the sale of such Lumber Products. These Terms and Conditions may be amended by Interfor at any time and from time to time, but a Contract of Sale may not be amended except by written document signed by Customer and Interfor. No supplier, sales 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. Where Customer's quotation, order acknowledgement or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions of the Agreement, those contrary or additional terms or conditions are hereby refused and rejected by Interfor without any requirement for further notice of the refusal and rejection, and neither the delivery by Interfor of nor the acceptance by Interfor of payment for any of the Lumber Products, 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. PRICE AND PAYMENT.** Customer will pay the total amount (the "**Price**") for the Lumber Products indicated in the Contract of Sale. The Price does not include any applicable sales, use or value added tax, customs duty, or any other taxes, charges, tariffs or duties of any sort levied or which may be levied by any governmental or taxing agency or authority upon the purchase, export, import, delivery, consumption or use of the Lumber Products ("**Taxes**"), except for import duties specified in section 5. Interfor has the right to charge, and Customer shall pay, any Taxes, unless Customer provides to Interfor's satisfaction, a valid reseller certificate or other exemption for such Taxes in the State/s in which Lumber Products are delivered to Customer. If Interfor does not charge Taxes, Customer will be fully responsible for such Taxes. Interfor may pay any Taxes directly to the appropriate governmental agency or authority, in which event Customer will reimburse Interfor for the amount of the Taxes so paid by Interfor. Unless otherwise specified in the Contract of Sale, Customer will pay the Price and any other amounts payable under the Agreement as set out in each invoice by electronic funds transfer or wire transfer, for actual receipt by the date specified under payment terms in Interfor's invoice. Payments by Customer to Interfor will be in the currency set forth in the Contract of Sale. If Interfor agrees to accept any payments of the Price by cheque, Customer shall timely mail or deliver such cheque to ensure Interfor actually receives it by the date specified under the payment terms in Interfor's invoice. Customer acknowledges and agrees that the postmark date shall not be deemed to be or treated as the date of receipt of such payment, and the application of any "mailbox rule" is hereby expressly excluded. Customer will not hold back, offset or set-off any amounts owed to Interfor in satisfaction of any claims asserted by Customer against Interfor.

**3. COSTS.** Customer will be liable and responsible for: (a) all costs associated with Customer's failure to make timely payment for the Lumber Products, (b) all costs and charges for Customer's account under section 5, (c) unloading costs, including, without limitation, demurrage costs for any waiting time incurred by a carrier or vessel, lightering and wharfage charges, storage costs or other similar costs associated with Customer's failure to unload the Lumber Products at the "Ship To" address in the Contract of Sale for North American deliveries (the "**Final Destination**"), or the port at the "Destination" in Contracts of Sale for exports outside of North America (the "**Port of Destination**"), and (d) for Lumber Products to be exported to countries other than the U.S. or Canada, all customs clearance and other requirements and Taxes payable to have the Lumber Products imported into the country where the Final Destination is located. Customer will indemnify, defend and hold harmless Interfor for any costs and expenses that are Customer's responsibility under this section.

**4. TITLE AND RISK.** Title in and risk of loss of the Lumber Products shall transfer from Interfor to Customer concurrently, at the time and place indicated in section 5. Regardless of the time or place of such transfer, Interfor shall retain a security interest in the Lumber Products in accordance with section 12, until it receives payment in full of the Price therefor. If the "Shipment Terms" or "Price Basis" in the Contract of Sale are "FOB Mill", then Customer bears all risks related to the loading and transportation of the Lumber Products, including ensuring that every load of Lumber Products is properly secured before the transportation carrier departs from the point of origin (notwithstanding that Interfor may load the Lumber Products onto the carrier's truck, railcar or vessel), and any unauthorized carrier taking delivery of Lumber Products after such carrier has presented, and Interfor has in good faith relied on, customary sales documents. Interfor reserves the right to refuse to load Lumber Products onto an unsafe truck, railcar or vessel. Customer is responsible for unloading the Lumber Products at the Final Destination or Port of Destination.

**5. DELIVERY AND TRANSPORTATION.** Based on the "Shipment Terms" or "Price Basis" in the Contract of Sale, the following terms and conditions will apply to the Agreement (and, in the event of any conflict between Incoterms® 2020 and the terms described below, the terms described below will prevail):

Shipment Terms / Price Basis	Transfer of Risk of Loss & Title to Customer	Brokerage, Freight & Insurance	Export & Import Duties
FOB Mill (applies only to domestic sales)	On completion of loading truck or railcar at the "Mill" indicated on the Contract of Sale or, if applicable, the reload or remanufacturing facility from which the Lumber Products are delivered to Customer.	Customer arranges and pays for all brokerage, freight and insurance coverage to Final Destination.	Not applicable.
FOB Mill, Freight Prepaid (applies to domestic sales and US to Canada sales only)	On completion of loading truck or railcar at the "Mill" indicated in the Contract of Sale or, if applicable, the reload or remanufacturing facility from which the Lumber Products are delivered to Customer.	Interfor arranges, and Price includes, all brokerage and freight to Final Destination. Customer arranges and pays for all insurance coverage from the time of transfer of risk of loss and title to Customer.	For US to Canada sales, Customer pays all export and import duties and Taxes. Interfor is the Importer of record. Customer agrees to sign a separate <i>Agreement Between Supplier and Constructive Importer</i> in the form prescribed by the Canada Revenue Agency.
FOB Mill, Freight Prepaid to Rule 11 Junction (applies only to domestic sales)	On completion of loading truck or railcar at the "Mill" indicated in the Contract of Sale or, if applicable, the reload or remanufacturing facility from which the Lumber Products are delivered to Customer.	Interfor arranges, and Price includes, all brokerage and freight to Rule 11 Junction. Customer arranges and pays for all freight and brokerage from the Rule 11 Junction to the "Ship To" address in the Contract of Sale.	Not applicable.
DDP, AD & CV Duties Included	As per Incoterms® 2020, with the place of destination being the "Ship To" address in the Contract of Sale.	As per Incoterms® 2020.	As per Incoterms® 2020. Price includes any import, anti-dumping and countervailing duties.
DDP, AD & CV Duties Included, Freight Prepaid to Rule 11 Junction	As per Incoterms® 2020, with the place of destination being the "Ship To" address in the Contract of Sale.	As per Incoterms® 2020.	As per Incoterms® 2020. Price includes any import, anti-dumping and countervailing duties.
FOB Dock	For sales in Japan only, on completion of loading goods on truck at dock.	Customer arranges and pays for all brokerage, freight and insurance coverage from dock to Final Destination.	Not applicable – FOB Dock applies to sales within Japan only.
CIF or Cost, Insurance & Freight	As per Incoterms® 2020.	As per Incoterms® 2020, costs transfer upon arrival of vessel at Port of Destination.	As per Incoterms® 2020. Customer clears goods for import.
CIP or Carriage & Insurance Paid To	As per Incoterms® 2020, transfer of risk and title upon arrival of goods at rail yard, prior to loading of goods at Port of Origin.	As per Incoterms® 2020, costs transfer upon arrival of vessel at Port of Destination.	As per Incoterms® 2020. Customer clears goods for import.

**6. DELIVERY SCHEDULES.** Any shipping or delivery schedules included in the Contract of Sale represent Interfor's estimates only, and partial shipment and deliveries of Lumber Products are permissible. Interfor will use commercially reasonable efforts to meet any shipping and delivery schedules included in the Contract of Sale. Interfor is not liable for delays in shipping Lumber Products or delivering Lumber Products to their Final Destination including without limitation delays associated with port congestion, train derailment, container and trucking shortages, and Customer releases all Claims it may have against Interfor with respect to any such delay. Interfor may suspend or delay deliveries at any time pending receipt of assurances satisfactory to Interfor of Customer's ability to pay any amounts payable to Interfor under the Agreement or any other agreement between Customer and Interfor, or if Customer fails to pay any such amount as and when payable. If Customer fails to promptly provide such assurance or make any such payment, Interfor may cancel all or a portion of the Agreement or any other agreement or order without further liability or obligation to Customer.


**7. LUMBER PRODUCT SIZES.** Customer acknowledges and understands that the Lumber Product descriptions in any Contract of Sale, invoice or label, reflect the nominal sizes of Lumber Products. The nominal sizes may not reflect the dressed, or actual, sizes of the Lumber Products. Lumber Products are manufactured in accordance with applicable grading rules and standards that specify actual sizes at the time of manufacture, corresponding to the nominal sizes and seasoning of the Lumber Products.


**8. INSPECTION, ACCEPTANCE, REJECTION.** Customer, at its cost, will inspect the Lumber Products promptly when they have been delivered to the Final Destination or Port of Destination. Customer acknowledges that packages of

Lumber Products may include variations in piece count, grade and species within the tolerances contemplated by applicable grading agencies. Customer may reject the Lumber Products only to the extent that: (a) the Lumber Products fail to conform to the: (i) quantity and description in the Contract of Sale; (ii) nominal sizes on labels affixed to the Lumber Products; or (iii) grading specifications; all as established and subject to the tolerances contemplated by the American Lumber Standards Accreditation Bureau or the National Lumber Grades Authority, as applicable and in effect on the date the Lumber Products are delivered to Customer (collectively the "**Specifications**"), and (b) Customer notifies Interfor in writing of any non-conforming Lumber Products within 7 days of delivery of the Lumber Products to the Final Destination or Port of Destination. Any Lumber Products not timely notified by Customer as non-conforming, shall be deemed to be accepted by Customer. Customer's rejection of any non-conforming Lumber Products will not relieve Customer of its obligation to pay for any other Lumber Products or otherwise perform under the Agreement.

**9. COMPLIANCE WITH LAW.** Interfor and Customer will 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.

**10. CALIFORNIA PROPOSITION 65.** Customer is advised that inhalation of wood dust from Lumber Products may result in consumer exposure to a chemical known by the State of California to cause cancer. If Customer is a California retailer or intends to incorporate Lumber Products into commerce in California, Customer will display the following warning:

 **WARNING:** Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

 **WARNING:** This product can expose you to chemicals, including Titanium Dioxide, which is known to the State of California to cause cancer, and Methanol, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Customer will provide such warning in accordance with the requirements of California Proposition 65 and: (a) for in-store sales, displayed at the point of sale or at the Lumber Product display in a manner likely to be seen by purchasers, in a notice no smaller than 8½ by 11 inches and printed in no smaller than 20-point type; or (b) for online sales: (i) provided on the product display page or through a clearly marked hyperlink using the word "WARNING" on the product display page; and (ii) provided either on the label of the product or through an automatic pop-up to the purchaser before the purchase is completed.

**11. PAYMENT TERMS; SETOFF.** All payment terms in the Contract of Sale are subject to credit approval and may be changed by Interfor without prior notice to Customer. Any overdue payment will accrue interest at the rate equal to the lesser of eighteen percent (18%) per annum, or the maximum rate allowable by applicable law, from the payment's due date until it is fully paid. Interfor may hold back, offset or set off any amounts owed by Interfor to Customer under any agreements between Customer and Interfor against any amounts owed by Customer to Interfor.

**12. SECURITY INTEREST.** As security for the proper and timely payment of any invoice and any other amounts payable by Customer under the Agreement, Customer hereby grants to Interfor a security interest in the Lumber Products as defined in the *Personal Property Security Act* or Article 9 of the *Uniform Commercial Code* (or any equivalent legislation, including but not limited to the *Civil Code of Quebec*) of the jurisdiction where Customer is located (collectively, "**Collateral**"). Customer acknowledges and agrees that the security interest created hereby constitutes and is intended to create a purchase money security interest in the Collateral. Customer hereby authorizes Interfor and its lenders to file any financing statements and other documents that they may consider necessary or advisable and Customer hereby waives its right to receive a copy of any such documents.

**13. CREDIT AND FINANCIAL DISCLOSURE.** Customer hereby consents to Interfor conducting from time to time a credit investigation of Customer, and shall deliver to Interfor such financial statements, information, instruments, security or assurances as may be reasonably requested by Interfor. Where Interfor, acting reasonably, identifies material changes in the financial status of Customer, Interfor reserves the right to accelerate the payment terms to two days after the date of the invoice, and the amount unpaid on or following the date or dates of the acceleration shall become immediately due and payable.

**14. WARRANTIES.** Interfor warrants that: (a) it has good title to all Lumber Products sold to Customer under the Agreement, free and clear of all liens or other encumbrances; and that (b) the Lumber Products delivered to Customer under the Agreement will conform to the Specifications. **THE WARRANTIES SPECIFIED IN THIS SECTION WILL BE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES REGARDING THE LUMBER PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.** The above warranties run only to Customer and are not intended to, and do not, run to any subsequent buyer, nor may they be transferred or assigned to any other person.

**15. WARRANTY FOR PRODUCTS NOT MANUFACTURED BY INTERFOR.** The foregoing warranty does not apply to Lumber Products that are not manufactured by Interfor. For all such Lumber Products, Interfor makes no

representations or warranties whatsoever, statutory or otherwise, express or implied, including any warranty of merchantability or fitness for any particular purpose. All such Lumber Products are sold "AS IS, WITH ALL FAULTS". To the extent that the manufacturer of the Lumber Product provides a warranty and the manufacturer has consented to such transfer or the manufacturer's consent is not required, Interfor will transfer such manufacturer's warranty to Customer without Interfor incurring any liability under such warranty.

**16. EXCLUSIVE REMEDY FOR REJECTION OF LUMBER PRODUCTS OR WARRANTY CLAIMS.** If all or any portion of the Lumber Products delivered to Customer are properly rejected by Customer under section 8, or in the event of a warranty claim, Interfor will, AS THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER, do one of the following, in Interfor's sole discretion: (a) replace the applicable portion of the Lumber Products; or (b) cancel the Agreement as it applies to the applicable portion of the Lumber Products and refund to Customer any amounts paid in connection with that such portion of the Lumber Products.

**17. LIMITATION OF LIABILITY AND SUBROGATION.** Users of Lumber Products are solely responsible for inspecting the grade stamp of each piece of Lumber Product prior to cutting it, and ensuring the grade of such piece is appropriate for its end use. INTERFOR WILL NOT BE LIABLE TO CUSTOMER, ITS CUSTOMERS, USERS OF LUMBER PRODUCTS, OR ANY OTHER THIRD PARTY FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY (EXCEPT TO THE EXTENT CAUSED BY INTERFOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE), OR FOR ANY LOSS OF OR INJURY TO BUSINESS, EARNINGS, PROFITS OR GOODWILL SUFFERED BY ANY PERSON, INCLUDING CUSTOMER AND ITS CUSTOMERS, CAUSED DIRECTLY OR INDIRECTLY BY OR RELATED TO ANY OF THE LUMBER PRODUCTS SOLD OR DELIVERED PURSUANT TO THE TERMS OF THE AGREEMENT, AND IN NO EVENT WILL INTERFOR BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY CUSTOMER, ITS CUSTOMERS OR ANY OTHER THIRD PARTY, EVEN IF INTERFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH. Notwithstanding the foregoing, Interfor expressly reserves any and all subrogation rights should Interfor, in its sole discretion, replace Lumber Products lost or damaged *en route* to the final destination. In such case, Interfor shall be subrogated to, and Customer shall assign to Interfor, all of Customer's rights of recovery against any person or entity (other than Interfor) based upon, arising out of, or relating to the loss of or damage to any Lumber Products subsequently replaced by Interfor. Customer shall, and to the extent possible cause its customers and affiliates to, execute all papers required and take all steps reasonable, necessary, or advisable to secure and further Interfor's subrogation and assignment rights. In no event shall Customer or its affiliates waive any rights that could adversely affect Interfor's subrogation or assignment rights, any amounts recovered by Interfor in connection with the exercise of its subrogation or assignment rights shall be applied first to reimburse Interfor for any Lumber Products replaced and for any costs or expenses incurred in connection with such recovery, and then any remainder of such recovered amounts shall be paid to Customer.

**18. FORCE MAJEURE.** If the performance of the Agreement or 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 casualty or accident, strikes or labour dispute, inability to procure or delays in procuring transportation, supplies or power, any act of war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or authority, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving notice to the other party, will be excused from such performance to the extent of such prevention or restriction; *provided, however*, that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance (which will not require a party to settle any strike or labour dispute on terms that are not acceptable to that party in its sole and absolute discretion) and will resume performance under the Agreement whenever such causes are removed; *provided, further*, that in no event will Interfor be obligated to purchase Lumber Products from a third party to enable Interfor to deliver Lumber Products to Customer.

**19. ASSIGNMENT.** Customer shall not assign or transfer the Agreement without the prior written consent of Interfor. Any attempted assignment or transfer without such consent shall be null and void and Interfor shall have no obligation to deliver any Lumber Products to any other person pursuant to such a purported assignment or transfer. The Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties to the Agreement.

**20. TERMINATION AND DEFAULT.** Interfor may terminate the Agreement without liability on ten (10) days written notice to Customer, for any reason or no reason. Interfor may terminate the Agreement immediately in whole or in part without liability if: (a) Customer fails to comply with the terms and conditions of the Agreement, including, without limitation a failure to take delivery of or timely pay for any Lumber Products, (b) Customer or, if applicable, its general partner or its direct or indirect parent company, becomes or is deemed to be insolvent or bankrupt, or makes an assignment for the benefit of creditors, or has a receiver or trustee appointed, or (c) the primary, or all, business activities of Customer are suspended permanently or for at least 45 days.

**21. INDEMNITY.** Customer will indemnify, defend and hold harmless Interfor and its directors, officers, employees, agents and contractors from and against any and all losses, damages, liabilities, injuries to persons or property, claims, proceedings, judgments and expenses (including, without limitation, legal fees) incurred or sustained directly or indirectly as a result of: (a) any breach by or default of Customer under any of the provisions of the Agreement (including, without limitation, section 10); or (b) any act or omission of Customer or any of its directors, officers, employees, agents and contractors, including, without

limitation: (i) any warranty Customer makes to any other person with respect to any Lumber Products, (ii) Customer's improper use of any Lumber Products, or (iii) the transportation, receipt, handling or storage of any of the Lumber Products by Customer or its agents. The provisions of this section 21 shall survive the 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.

**22. CONFIDENTIALITY.** Neither of the parties, 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 the other 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 by a party: (a) to its officers, employees and advisors who 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) that constitutes the disclosure of credit information to vendors in the same industry, in the ordinary course of business; (d) known to it on a non-confidential basis; (e) in the public domain through no fault of it; or (f) lawfully acquired by it 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.

**23. INDEPENDENT PARTIES.** The parties to the Agreement are independent and nothing in the Agreement constitutes Customer as a partner or agent of Interfor and Customer 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.

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

**25. NOTICE.** Except for invoices delivered electronically to the location identified by Customer 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, email, 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 Contract of Sale or to such other addresses or fax numbers as Customer or Interfor may hereafter designate by notice in writing, provided that in event of a postal strike or other

labour dispute or interruption, all notices shall be faxed, emailed or delivered by hand or courier. Any such notice delivered by fax, email, 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.

**26. CONSTRUCTION.** The Agreement is for the exclusive benefit of Customer 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.

**27. GOVERNING LAW.** The Agreement shall be governed by the laws of: (a) the Province of Quebec if the Lumber Products sold hereunder are manufactured in Quebec; (b) the Province of Ontario if the Lumber Products sold hereunder are manufactured in Ontario; (c) the Province of British Columbia if the Lumber Products sold hereunder are manufactured in other provinces in Canada; (d) the State of Washington if the Lumber Products sold hereunder are manufactured in the States of Washington or Oregon; (e) the State of Georgia if the Lumber Products sold hereunder are manufactured in any other states within the U.S.A., and (f) the Province of New Brunswick if the Lumber Products sold hereunder are manufactured in New Brunswick, in any 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 or the transactions contemplated herein ("**Legal Action**"), may only be brought and determined: (i) in the courts of Quebec sitting in Montreal, if the Agreement is governed by the laws of Quebec; (ii) in the courts of Ontario sitting in Toronto, if the Agreement is governed by the laws of Ontario; (iii) in the courts of British Columbia sitting in Vancouver, if the Agreement is governed by the laws of any other provinces in Canada; (iv) in a federal or state court in Seattle, if the Agreement is governed by the laws of the State of Washington; (v) in a federal or state court in Atlanta, if the Agreement is governed by the laws of the State of Georgia (or any other court hearing appeals from such courts); or (vi) in the courts of New Brunswick sitting in Saint John, if the Agreement is governed by the laws of New Brunswick, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the applicable court. Each party waives its right to require a jury trial and agrees that Legal Actions will be tried by a judge without a jury.

**28. SITUS OF AGREEMENT.** The Agreement shall be deemed to have been made: (a) in the Province of Quebec if the Lumber Products sold hereunder are manufactured in Quebec; (b) in the Province of Ontario if the Lumber Products sold hereunder are manufactured in Ontario; (c) in the Province of British Columbia if the Lumber Products sold hereunder are manufactured in other provinces of in Canada; (d) in the State of Washington if the Lumber Products sold hereunder are manufactured in the States of Washington or Oregon; (e) in the State of Georgia if the Lumber Products sold hereunder are manufactured in any other states within the U.S.A.; and (f) in the Province of New Brunswick if the Lumber Products sold hereunder are manufactured in New Brunswick.