

American Eagle PAPER MILLS®

Sales Policies and Conditions of Sale Published April 2018

Contact Information

Customer service phone

877.684.1610

Fax

814.684.6101

Email

csr@aepaper.com

Hours of operation

8AM-5PM EST

Technical service contact

Jan Johnston

jjohnston@aepaper.com

908.577.7966

Mailing address

1600 Pennsylvania Avenue

Tyrone, PA 16686

Overrun/Underrun Policy

All orders must meet the minimum manufacturing requirements. Acceptable order overrun and underrun tolerances are based on the weight of each individual order item. Orders requesting “not less than” or “not more than” tolerances will be subject to double the standard variation in one direction:

	Standard variation	Not less/Not More variation
2,000 – 4,999 lbs	+/- 20%	+/- 40%
5,000 – 9,999 lbs	+/- 10%	+/- 20%
10,000 – 39,999 lbs	+/- 5%	+/- 10%
40,000 or more	+/- 3%	+/- 6%

Basis Weight Tolerance

Basis weight variation of +/- 5% from published target is considered to be within tolerance.

Size Tolerance/Squareness

Size tolerance

Cut Sizes-length and width +/- 1/32"

Folio Sizes-length and width +/- 1/32"

Roll Width- width +/- 1/32"

Roll Diameter-no less than 2" from requested diameter

Cores- +/- 1/16" requested size

Squareness

Cut Sizes- +/- 1/32" in any direction

Folio Sheets- +/- 1/32" in any direction

Splices

Rolls may contain splices. Our intention is not to ship any roll with more than 2 splices. Splices will be marked and noted on the roll label. Elimination of splices at the time of unwind (particularly for digital printing) is the responsibility of the end user.

Shipping Policies

Full TL designation is defined as 40,000-44,000 lbs. AEPM encourages full TL shipments.

Regional specific freight charges may apply.

LTL freight will be applied to all LTL shipments.

Customer pickup may be allowed, but only with the approval of AEPM Customer Service Manager.

Inquiries

Manufacturing inquiries are valid for 24 hours unless stated otherwise. After 24 hours, the originally quoted manufacture date is subject to change based on updated machine production schedules.

Last Date of Change –LDC Requests

All orders placed with AEPM are considered firm unless otherwise agreed to in writing by AEPM. Upon request, AEPM may agree to provide an LDC date to a customer, in order for them to make adjustments to the order prior to manufacture. LDC's will be determined by the paper machine's manufacturing schedule and the input of the machine scheduler. Typically, the LDC date will be no less than two weeks prior to scheduled manufacture date. Changes to any order or cancellation of an order after the LDC date will not be allowed.

Order Acknowledgement

An order acknowledgement from American Eagle is the only document that confirms a customer order, and acknowledges the order has been entered into the American Eagle production cycle or is being pulled from inventory. All quotations are subject to AEPM's written order acknowledgement. An order acknowledgement will serve as the final agreement between parties, superseding all prior quotes and communications. It is the responsibility of the customer to promptly review order acknowledgements and to communicate in writing to AEPM immediately if there are objections or revisions to the acknowledgement.

Order Cancellations

All order cancellations must be made in writing within 48 hours of order acknowledgement and must be confirmed by AEPM in writing. If customer requested and was provided with an LDC from AEPM, any order cancellation must be made in writing prior to 5PM on the date of the LDC.

Price

Paper will invoice based on the price on the date of actual shipment.
Discount terms are 1% 20 net 21.

Billing

Sheeted paper (cartons and skids) will invoice at the nominal weight.
Rolls of paper will invoice at actual weight including wrapper, core and plugs.

Delivery

AEPM does not guarantee delivery dates or delivery times.
Manufacturing orders for rolls and sheets are expected to ship when ready and is not to be held on the mill floor. Additional fees will be applied for the storage/handling when customer delays shipment or is unable to schedule prompt delivery appointment.
Customer pick-ups must be authorized in advance by AEPM customer service.

Delivery Charges

AEPM encourages full TL shipments. LTL shipments will incur excess freight which is the responsibility of the buyer.
Special delivery instructions may be subject to additional charges.
Demurrage and rerouting charges are the responsibility of the buyer and will be invoiced by AEPM.

Proof of Delivery

POD documentation is supplied to the consignee by the carrier at final delivery. AEPM, upon request, will provide POD within 60 days of original shipment.

Returns

Stock items may be returned within 30 days of original purchase. Product must be in saleable condition. Customer will be charged \$20/cwt restocking fee and return freight.
Any returns must be approved by AEPM Customer Service and must be accompanied by a complete and itemized packing list detailing items included in the return and their respective weight.

Trial policy

All paper trials must be coordinated with AEPM Sales. Trial paper will invoice at list TL price and delivery charges will be the responsibility of the customer. Once trial is completed, it is the responsibility of the customer to complete the AEPM Trial Form and submit it along with 25 printed samples, a copy of the original paper invoice and a debit memo for the cost of the paper. Once these have been submitted to AEPM Customer Service, AEPM will issue credit for the purchase price of the paper.

Standard packaging

Min roll diameter is 40". Maximum roll diameter is 58".

3" cores are standard for offset rolls; 5" cores are standard for envelope grades. Additional core sizes may be available upon request. Inquire with customer service.

Rolls below 20 inches will be multi packed at the discretion of AEPM shipping management.

AEPM Product Guarantee

Product is guaranteed for one year from sale/delivery date against defects in quality and to meet standard specifications for the grade (if properly stored).

When product is deemed not to meet these quality standards, AEPM will use our best efforts to resolve the problem quickly and fairly within the guidelines of industry standard practice. When claims are found to be justified by our Quality team, the compensation will not exceed the value of the original purchase price.

AEPM must be notified within 3 hours if defective paper is suspected on a press run.

Damage Claims Process

The consignee is responsible for inspecting all AEPM shipments and reporting any suspected damage to the trucking carrier. A signed statement for damage and signed BOL noting the specific damage must be obtained from the carrier and claim should be filed promptly with the trucking carrier. Photos should be taken documenting the damage. Any hidden damage must be documented and reported to AEPM within 45 days.

Claims processing

Should paper be deemed unsatisfactory, the mill (and the distributor -if sold through distribution partner) should be notified immediately. In order for a claim to be accepted, evidence in the form of samples (printed and unprinted) or pictures, as well as roll, skid, or package label must be included. Any lost time must be documented. If the problem is debris in the paper, tape pulls must be submitted along with paper samples and roll labels. Tape pulls should be taken off the blanket and put on a clear plastic or Mylar.

Claims should be sent to:

Jan Johnston
American Eagle Paper Mills
Technical Service
109 Forest Drive
Glen Gardner, NJ 08826
Cell: 908-577-7966

Terms of Sale

THE TERMS AND CONDITIONS CONTAINED BELOW, TOGETHER WITH THE ATTACHED **[ACKNOWLEDGEMENT]**, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN TEAM TEN, LLC ("Seller") AND BUYER REGARDING THE PRODUCTS BEING SOLD BY SELLER.

1. The price for the Products shall be the price set forth on the **[acknowledgement]**; or, if no price is shown, the price for the Products shall be Seller's list price for the Products in effect at the time this agreement is made. The purchase price is exclusive of all sales, use, excise, or similar taxes, which shall be paid solely by BUYER.
2. Except as otherwise set forth on the **[acknowledgement]**, the sale is on an F.O.B. point-of-origin (Seller's facility in Tyrone, Pennsylvania) basis, and risk of loss shall pass to BUYER upon delivery by SELLER to the F.O.B. point. However, except as otherwise set forth on the **[acknowledgement]**, title to all Products shall remain with Seller until BUYER has made full payment to SELLER for all Products; and Seller hereby reserves a security interest in all Products sold by Seller, and BUYER expressly agrees to execute any and all necessary documents to perfect Seller's security interest. If BUYER refuses or otherwise fails to execute any necessary documents to perfect such security interest, then BUYER shall be deemed to appoint Seller as BUYER'S agent for purpose of executing said documents.
3. Except as otherwise set forth on the **[acknowledgement]**, an additional charge for freight allowance (representing Seller's actual cost of shipment) shall be added to the purchase price.
4. The time of shipment (or other delivery, as the case may be) shall be as stated on the **[acknowledgement]**; provided, however, that Seller shall not be liable for damages occasioned by a delay in performance or delivery due to causes beyond Seller's reasonable control, including (without limitation intended) labor strikes or unrest, fire, accidents, or other forces majeure.
5. Seller shall render invoices in the name of BUYER unless otherwise specified by BUYER in writing, in which event BUYER shall guarantee and be liable for payment by such other designated invoice. Seller shall render separate invoices for each purchase order, dated no earlier than the date of shipment (or other delivery, as the case may be). Except as otherwise set forth on the **[acknowledgement]**, BUYER shall pay each invoice in U.S. dollars in cash within the terms as set forth on the **[acknowledgement]**. Failure to make such payment shall constitute a material breach of this agreement, and shall result in interest being charged to BUYER at a rate of 18% per annum (or, if the maximum legal interest rate is less than 18%, Seller shall be entitled to the maximum interest rate allowable under law) on the unpaid balance until paid in full. Further, in the event Seller brings suit against BUYER to collect any sum due under this agreement, Seller shall be entitled to recover reasonable attorney's fees and costs.
6. LIMITED WARRANTY: Seller warrants that (i) the Product(s) will conform and be in accordance with the specifications set forth on the attached **[acknowledgement]**, and (ii) the Product(s) will be free

from defects in workmanship or materials for a period of 180 days from the date of shipment (or other delivery, as the case may be). Seller's obligation under this warranty shall be limited to repair or replacement of any defective Product(s). Attached hereto and made a part hereof is Seller's Proof of Claim Procedures, which must be observed by BUYER (or its customers) in making claims for any non-conforming Product(s). **DISCLAIMER:** SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, OR ANY OTHER DAMAGE OR LOSSES OR INJURIES TO PERSONS OR PROPERTY RESULTING FROM ANY ALLEGED DEFECT IN THE PRODUCT(S), WHETHER SUCH CLAIMS ARE FOR BREACH OF WARRANTY, NEGLIGENCE, OR STRICT OR PRODUCTS LIABILITY. THERE ARE AND SHALL BE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND BUYER EXPRESSLY AGREES THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

7. Both BUYER and Seller represent that they are duly organized and validly existing organizations and that the person or persons who have executed or will execute this agreement for the respective parties are authorized to do so.
8. Failure by either party to insist upon strict performance of any of the terms and conditions of this agreement or to exercise any right or privilege contained in this agreement, or the waiver of any breach of the terms or conditions of this agreement, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
9. Notwithstanding any rule relating to the construction of contracts, this agreement shall not be construed against the drafter thereof. In all other respects, it shall be construed and interpreted according to the law of the Commonwealth of Pennsylvania (excluding conflicts-of-law provisions). Any action arising out of the formation, the performance of, the breach of or in any way relating to or arising out of this agreement shall be litigated exclusively in the Court of Common Pleas of Blair County, Pennsylvania, or the U.S. District Court serving such County, and BUYER and Seller each expressly consents to the jurisdiction of said courts for all such matters; provided, however, that Seller may file suit for collection wherever BUYER'S assets may be located. Service of process shall be as required by Pennsylvania law.
10. This document, together with the accompanying [**acknowledgement**], contains the entire agreement of the parties, and no other understandings, agreements, or representations, verbal or otherwise, exist or have been made by and between the parties; neither BUYER nor Seller may rely upon any statements or representations not expressly contained herein. To the extent other documents exist (e.g., purchase orders or specifications), such documents shall not be a part of this agreement and shall not bind Seller in any regard unless expressly incorporated herein. Any provision of any other document which is in conflict with this agreement shall be of no force or effect even if the other document so specifies. This agreement may not be modified except in writing, signed by the party or parties to be charged.