

RAYONIER TERMS AND CONDITIONS OF PURCHASE

Name of Company

Accepted By:

Signature of Contractor

Date:

Rayonier Representative, Print Name, Title

Rayonier Representative Signature

1. **AGREEMENT.** Written acknowledgement of this Purchase Order or commencement of performance by Seller, whichever occurs first, constitutes complete acceptance of and agreement with all terms and conditions contained herein by Seller, and constitutes the entire agreement between Rayonier and Seller. There are no understandings, express or implied, which are not expressly set forth herein and this Purchase Order shall not be modified, varied, or supplemented by any course of dealing, usage of the trade, or otherwise, except by a writing signed by both Rayonier and Seller. The issuance of a purchase order by Rayonier does not constitute an acceptance by Rayonier of the terms and conditions of any offer to sell, any quotation, or any proposal received from Seller. Only Rayonier's signed consent will bind it to any terms hereafter transmitted in any form by Seller. Reference in a purchase order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of this Purchase Order. AN ATTEMPTED ACKNOWLEDGEMENT OF A PURCHASE ORDER OR OTHER DOCUMENTS CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER IS NOT BINDING UPON RAYONIER UNLESS SPECIFICALLY ACCEPTED BY RAYONIER IN WRITING. RAYONIER HEREBY OBJECTS TO ANY SUCH ADDITIONAL OR INCONSISTENT TERMS AND CONDITIONS. The signature of an employee of Rayonier on a document presented by Seller in connection with the delivery of any goods or services shall only constitute acknowledgement that such goods or services have been delivered and shall not constitute Rayonier's assent to any terms and conditions different from or in addition to those stated in this Purchase Order, notwithstanding anything to the contrary contained in any document provided by Seller.
2. **SPECIFICATIONS AND CHANGES.** All specifications referenced in this Purchase Order by Rayonier for any goods are considered as incorporated into this Purchase Order. Rayonier shall have the right by written order to make changes from time to time in the services to be performed or goods to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under the order or in time required for performance, an equitable adjustment shall be made and the order shall be modified in writing accordingly. Any claim for adjustment must be asserted in writing within fifteen (15) days from date the change is ordered. Nothing in this clause shall relieve Seller from proceeding without delay in performance of this Purchase Order as changed.
3. **PRICE.** Seller warrants to Rayonier that the prices charged for goods and services provided under this Purchase Order are no less favorable than those provided to other customers of Seller who purchase substantially similar goods or services. In the event that, for any reason, the foregoing warranty ceases to be true and accurate, Seller shall, by written notice to Rayonier, offer to amend the terms and conditions of this Purchase Order to provide to Rayonier the more favorable pricing provided to such other customer of Seller, retroactive to the date such warranty ceased to be true and accurate. From time to time during the term of this Purchase Order, Rayonier shall have the right to advise Seller of the terms of a bona fide offer from another seller offering to sell Rayonier similar or substitute goods or services, as applicable, in like quantities, under similar conditions at a lower purchase price; if within fifteen (15) days of receipt by Seller of notice of said bona fide offer from Rayonier, Seller does not agree to meet said lower purchase price, then Rayonier shall have the right to terminate this Purchase Order as to some or all future purchases from Seller hereunder, effectively immediately upon written notice to Seller.
4. **PACKING.** Seller shall be responsible for safe packing which must conform to requirements of carriers' tariffs. Seller shall separately number all cases, packages, etc., showing corresponding numbers on invoices. An itemized packing slip, bearing Rayonier's purchase order

- number shown on this Purchase Order, must be placed in each container. No extra charge shall be made for packaging or packaging materials unless expressly so provided in this Purchase Order.
5. **DELIVERY.** Time and rate of deliveries are the essence of this Purchase Order. Rayonier reserves the right to cancel this Purchase Order and reject goods upon default by Seller in time, rate, or manner of delivery, and refuse shipments made in advance of schedule of deliveries appearing on the face of this Purchase Order.
 6. **INSPECTION AND ACCEPTANCE.** Rayonier shall have the right, but not the obligation, to inspect and test all supplies, equipment, materials, process, and workmanship at all times and places including during the period of manufacture, and in any event prior to acceptance. Whether or not Rayonier inspects or tests goods, Seller shall not be relieved from any responsibility regarding defects or other failures to meet Purchase Order requirements which may be subsequently discovered, including latent defects. Rayonier reserves the right to reject and receive full credit for any article which is defective as to material, workmanship, quality, or otherwise, or which is not in conformity with specifications, drawings, or samples approved by Rayonier. Rejected articles shall not be resubmitted for acceptance without concurrent notice of their prior rejection. Seller will be notified of defective goods or material not in accordance with specifications and such material will be returned to Seller, COLLECT. Seller may advise Rayonier of preferred routing for return or rejected material and whether or not the shipment should be protected by insurance or full declaration of value at time of acceptance of this Purchase Order. In the absence of such information from Seller regarding such shipments, Rayonier reserves the right to declare full valuation or insure (whichever is applicable) for the benefit and at expense of Seller.
 7. **SPARE PARTS LISTING.** Any spare parts listings submitted as required by the time of this Purchase Order must include, where applicable, Original Equipment Manufacturer part numbers.
 8. **WARRANTIES/QUALITY.** In addition to all warranties established by law, Seller hereby warrants and agrees that:
 - (a) The goods and/or services covered by this Purchase Order are free from defects in materials, workmanship, and fabrication, and that all goods and/or services delivered shall be of the quality, quantity, size, description, and dimensions specified and shall be strictly in accordance with Rayonier's specifications, drawings and approved sample, if any, and suitable for the purpose designated.
 - (b) The use or sale of any goods or services delivered hereunder, or any part thereof, except goods or services produced to Rayonier's drawings or specifications, does not infringe any patent, trademark, or copyright or other intellectual property right, or violate any trade secret held by any third party.
 - (c) The foregoing warranties shall survive any inspection of, acceptance of, and/or payment for goods and performance of services hereunder.
 9. **TITLE/RISK OF LOSS.**
 - (a) Title to, and risk of loss of, all goods provided by Seller hereunder shall remain in Seller until delivery and acceptance of goods at Rayonier's facility, and title to all materials incorporated into or affixed to Rayonier's premises or equipment shall remain in Seller until full completion of all services and acceptance thereof by Rayonier. Until these conditions are met, Seller shall bear the risk of loss, destruction, injury, or damage to goods and services provided by Seller. Seller warrants that all goods or services furnished hereunder will be delivered free from any and all security interests, liens, encumbrances, and claims of any nature, and that Seller has good title to the same and transfer of title is rightful.
 - (b) Tools, dies, molds, and any other materials of any kind furnished by Rayonier to Seller or paid for by Rayonier and used by Seller for making Rayonier's parts, shall be the property of Rayonier, shall be used only in filling orders for Rayonier, shall be held at Seller's risk,

shall be kept insured by Seller, while in its custody or control, in an amount equal to the replacement cost thereof with the loss payable to Rayonier, and upon notice to Seller, shall be subject to withdrawal at any time at no charge to Rayonier.

10. INDEMNITY. Seller agrees that it will at its own expense defend, indemnify, and hold Rayonier, its parents, affiliates, and subsidiaries and their respective shareholders, officers, directors, employees, and agents harmless from and against all present and future claims, demands, proceedings, litigation, liability, claim, expense, and cost (including legal fees and expenses, fines, and penalties) arising out of or in connection with any: (a) claimed or actual infringement or contributory infringement of any patent, copyright, trademark, or any other intellectual property right, or violation of any trade secret by the goods or services, and use of the same, except that, this indemnity shall not extend to infringement resulting solely from Seller's compliance with Rayonier's specific designs, processes, or formulas; (b) personal injury to or death of any person, including, without limitation, employees of Seller, its agents and subcontractors, or damage to any property whatsoever (including, without limitation, damage caused by any release, spill, or escape of pollutants or contaminants) arising out of or in connection with Seller's performance hereunder or the goods or services provided or performed by Seller; (c) labor or material liens, fees, commissions, or other compensation claimed by any third party because of any goods, materials, services, or work allegedly provided, performed, or rendered to or for Seller in connection with this Purchase Order; or (d) breach by Seller of any of the terms and conditions contained in this Purchase Order. Seller's obligation to defend, indemnify, and hold Rayonier harmless shall survive any acceptance, rejection or resale of goods, materials, equipment, or services.

11. INSURANCE. Seller and its subcontractors shall maintain in full force and effect, at their expense: (a) Workers Compensation, as required by law (U.S. only); and (b) Employers Liability Insurance with a minimum limit of \$500,000 per occurrence (U.S. only). If Seller is providing services on Rayonier premises, Seller shall procure and maintain in full force and effect during the performance of this Purchase Order comprehensive General Liability insurance in an amount not less than \$2,000,000 per occurrence as will protect the Seller against all claims for bodily injury (including death) or property damage as may arise from performance of the services under this Purchase Order whether such services are performed by Seller or any subcontractor or any agent or employee thereof. Such General Liability coverage will include coverage for Products Liability (including complete operations), Contractual Liability and Personal Injury Liability. Seller shall further procure and maintain Automobile Liability Coverage in an amount not less than \$500,000 per accident for all bodily injury (including death) or property damage which may arise from performance of the services under this Purchase Order. Seller will endeavor to obtain inclusion of Rayonier as an additional insured under General and Automobile Liability. Prior to commencing work under this Purchase Order, Seller shall furnish evidence of the required coverages by providing copies of a Certificate of Insurance confirming that the coverage is in force and that it will not be cancelled without thirty (30) days prior written notice to Rayonier of the proposed cancellation.

12. CONFIDENTIAL RELATIONSHIP. Confidentiality obligations herein are in addition to and separate from any confidentiality agreements between the parties and their affiliates. Both Parties agree to treat as confidential all information supplied by the other Party, and not in the public domain, in connection with this Purchase Order. Each Party agrees to limit: (a) use of such information to the performance of this Purchase Order, and (b) disclosure to those employees necessary for the performance of this Purchase Order, unless prior written consent has been granted by the disclosing Party to permit other use or disclosure. Each Party shall return such information, and all copies thereof, upon the other Party's written request. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Rayonier or the fact that Seller has furnished or contracted to furnish articles required by this Purchase Order, or quote the opinion of any employees of Rayonier.

13. DEVELOPMENTS. All items created, designed, developed, or prepared by Seller for Rayonier under this Purchase Order (including, but not limited to, drawings, specifications, concepts, plans, studies, inventions, designs, discoveries, strategies, hardware, software, and

computational data) as well as any and all component parts thereof and production materials pertaining thereto, and the work product of any and all services performed by Seller (collectively, the "Work Product"), shall to the greatest extent possible be considered "works made for hire" as defined in the United States Copyright Act (17 U.S.C.A. § 101 *et. seq.*), the exclusive ownership of, together with all proprietary, intellectual, and other property rights thereto, including, without limitation, all rights of copyright, being solely owned by and exclusively vested in Rayonier. Seller hereby fully and unconditionally transfers, assigns and sets over to Rayonier all right, title, and interest in and to all of the Work Product, including, without limitation, all copyrights, patents, trademarks, service marks, trade names, trade secrets, mask works, or other proprietary or intellectual property rights contained therein or arising therefrom. Seller agrees to execute any and all documents, instruments, or other items necessary to establish, perfect, maintain, and protect Rayonier's exclusive ownership of all right, title, and interest in and to all Work Product and proprietary rights therein.

14. DOCUMENTATION/FIRMWARE. To the extent Seller and its affiliated entities have the legal right to do so, Seller grants to Rayonier a nonexclusive, nontransferable, royalty-free license to: (a) use and reproduce for internal purposes only all drawings, manuals, and other documentation provided or associated with goods delivered under this Purchase Order, and (b) use firmware and any other computer program(s) permanently contained or otherwise embedded in goods delivered under this Purchase Order.

15. RULES OF RAYONIER. Seller will comply with Rayonier's safety rules at all times while performing work or services under this Purchase Order. Seller shall ensure that all subcontractors and materialmen retained by Seller comply with Rayonier's safety rules. Seller will comply with and acknowledge understanding of Rayonier's Code of Conduct and Drug & Alcohol Policy.

16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Seller warrants that in performance of this Purchase Order, it has complied with and shall comply with all applicable Federal, State, and Local laws, regulations, and ordinances, and all lawful orders, rules, and regulations thereunder, including but not by way of limitation, applicable provisions of OSHA, Fair Labor Standards Act of 1938 as amended (29 USC § 201-219), and all lawful rules and regulations thereunder.

17. LABELING. In compliance with Federal Law-Hazard Communication Standard (1910-1200), all purchased materials must be properly labeled and a Material Safety Data Sheet (MSDS) must accompany all shipments. The label must include the identity of the components or ingredients, hazard warnings, and the name and address of the manufacturer or importer. The MSDS information must be specific to each chemical component with physical property, hazard and toxicity data; handling, usage, spill, and emergency controls; and exposure information. The MSDS must also have the phone number of the manufacturer, importer, or other responsible party preparing the MSDS. (Reference 48FR53280 Nov. 25, 1983 – Sec. 1910-1200).

18. TERMINATION. Rayonier reserves the right to terminate this Purchase Order and delivery of all undelivered goods and unperformed services for any reason whatsoever at any time in its sole discretion by written or electronic notice without any liability of Rayonier to Seller. Rayonier reserves the right to cancel all or part of this Purchase Order if Seller breaches any of the terms and conditions of this Purchase Order. In the event Rayonier terminates a Purchase Order in whole or in part because of any default by Seller, Rayonier may procure, upon any such terms and in any such manner as Rayonier may deem appropriate, goods or services similar to those so terminated, and Seller shall be liable to Rayonier for any excess costs of such similar goods or services, provided that Seller shall continue the performance of a Purchase Order to the extent not terminated under the provisions of this Article 18. Rayonier shall not be responsible for consequential, special, or contingent damages should Rayonier Terminate a Purchase Order. The rights and remedies of Rayonier provided in this Article 18 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

19. REMOVAL OF REJECTED MATERIAL. If Seller is providing services on Rayonier premises, Seller shall promptly remove from the premises all materials, whether worked or unworked, and take down and

remove all portions of the work at the request of Rayonier's representatives as failing to conform to this Purchase Order. Seller shall promptly replace such materials and re-execute such work in accordance with the requirements of this Purchase Order and without expense to Rayonier, and shall bear the expense of making good, to the satisfaction of Rayonier, the work destroyed or damaged by such removal or replacement.

20. **INSOLVENCY.** Rayonier may cancel all or part of this Purchase Order without any further liability to Seller, its successors, or assigns, if Seller becomes insolvent or ceases to do business as a going concern, or a receiver is appointed in respect of all or part of the property and assets of Seller, or if any proceeding is commenced by or against Seller for any relief under any bankruptcy or insolvency laws or laws relating to any reorganization arrangement or winding-up, or if Seller makes an assignment for the benefit of creditors.
21. **LIENS.** Seller will pay or cause to be paid promptly when due all claims, debts, and charges against Seller or subcontractor employed by Seller which might become a lien upon Rayonier's property or the premises upon which the work is located arising out of the work performed or materials furnished by Seller or any subcontractors under this Purchase Order and will not suffer or permit any lien or encumbrance of any kind to be filed against or upon said property, premises, fixtures, or chattel, regardless of whether the basis of such lien is a claim against Seller or a subcontractor. In case any lien is threatened, noticed, or filed against such property or premises, or any lienable charge is not paid promptly when due, or in case Rayonier shall be charged with any item of cost, tax, contribution, or other obligation to be borne by Seller under this Purchase Order, a sufficient amount of money payable or to become payable hereunder or upon any other account from Rayonier to Seller may be retained by Rayonier to cover and offset such lien, cost, tax contribution, or other obligation until the same shall be settled or discharged without cost or liability to Rayonier, or said money may be applied by Rayonier directly to the discharge thereof.
22. **SET-OFF.** Rayonier shall have the right at any time to set-off any amount owing by Seller to Rayonier or any affiliated company against any amount due owing to Seller on this Purchase Order.
23. **ASSIGNMENTS AND SUBCONTRACTS.** This Purchase Order shall be binding upon the respective successors and assigns of the Parties hereto, but may not be assigned, subcontracted, nor delegated without Rayonier's prior written consent. In the event of any such permitted assignment, subcontract, or delegation, Seller shall remain liable for the full performance of Seller's obligations under this Purchase Order.
24. **INDEPENDENT CONTRACTOR.** Nothing in this Purchase Order is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Seller and Rayonier. Seller shall at all times stand, in relationship to Rayonier, as an independent contractor.
25. **NO WAIVER OF CONDITIONS.** Failure of Rayonier to insist upon strict performance of any condition of this Purchase Order shall not constitute a waiver of such condition or a waiver of any default.
26. **CHOICE OF LAW.** All disputes and matters arising under, in connection with, or incidental to this Purchase Order shall be litigated, if at all, in and before the courts of the county and state in which the goods or services are ultimately delivered or performed, as applicable, to the exclusion of other courts of other states, the United States, or countries and to the exclusion of other venues. The Parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss the action on the grounds of forum non conveniens and not to remove any litigation from that court to a federal court. This Purchase Order will be governed and construed in accordance with the laws of the state in which the goods or services are ultimately delivered or performed, as applicable, including the Uniform Commercial Code, as effective on the date of this Agreement. The application of the U.N. Convention on Contracts for the International Sale of Goods is expressly excluded.

27. **SEVERABILITY.** If any clause, phrase, or provision of this Purchase Order shall be held by a court of competent jurisdiction to be illegal, void or unenforceable in any jurisdiction, such provision shall be of no force and effect as to that jurisdiction, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Purchase Order, which shall remain in full force and effect.

28. **SUPPLIER COMPLIANCE.** Seller agrees to maintain in good standing, all supplier compliance records through Rayonier's third party provider.

SEP-028, Rev. 3/31/2011