



## ***Terms and Conditions of Highform Paper Solutions***

These Terms and Conditions ("Agreement") are effective as of January 1, 2023, by and between American Diversified Solutions, LLC, d/b/a Highform Paper Solutions ("Highform," "Vendor" or "Contractor") and its customers. The following terms apply to all sales, unless otherwise modified by a specific agreement or purchase order agreed to in writing between Vendor and customer:

### **1. QUOTATION**

All quotations are subject to change due to the availability of paper from the mills and pricing at the time of order placement, unless otherwise scheduled and as mutually agreed upon by both parties.

### **2. ORDERS**

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of god, and other causes beyond Highform's control. Canceled orders require compensation for incurred costs and related obligations.

### **3. SPECIFICATIONS /TITLE AND RISK OF LOSS**

Unless otherwise specified, the price quoted is for a single shipment or shipments, without storage, F.O.B. Highform's dock. Quotations are based on continuous and uninterrupted delivery of the completed order. If the specifications state otherwise, Highform will charge accordingly at rates as mutually agreed upon by both parties. Charges for delivery of materials and supplies from the Highform to customer, are not included in quotation unless specified.

### **4. TITLE AND RISK OF LOSS**

Highform shall deliver good title to the goods, free of any liens or claims. Title to the goods and risk of loss for the goods passes to customer upon delivery to the carrier at shipping point.

### **5. PAYMENT TERMS**

Unless otherwise provided, Payment is due net, 30 calendar days from the date of invoice. Claims for defects, damages or shortages must be made by customer in writing no later than 60 calendar days after Customer's receipt. If no such claim is made, Highform and customer agree to acceptance. By accepting the job, customer acknowledges that the Highform's performance has fully satisfied all terms, conditions, and specifications.

### **6. WARRANTY**

Highform warrants that the Paper will conform to the applicable mill specifications set forth in this Agreement in all material respects, subject to industry tolerances.

LIMITATION ON WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, SUPPLIER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, OTHER THAN ITS OBLIGATION TO DELIVER GOODS OF THE MILL'S STANDARD QUALITY IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH HEREIN. SUPPLIER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

### **7. LIMITATION ON DAMAGES**

Highform shall in no event be liable for any consequential or punitive damages, lost profits, or lost business opportunity. Highform's liability and customer's exclusive remedy for any cause of action arising out of this Agreement and its performance, including negligence, is expressly limited to replacement of nonconforming goods or payment in an amount not to exceed the purchase price of the specific goods for which damages are



claimed, at Highform's option.

**8. INSPECTION AND CLAIMS**

Customer shall for itself or instruct its printer to examine the Paper for nonconformity promptly upon receipt. All claims of whatever nature shall be deemed waived unless all defects ascertainable at the time of giving notice are stated with particularity in writing and received by Supplier, promptly upon discovery, and in any event within 60 days of receipt of shipment by customer's printer for visible damage (or within 90 days of receipt for concealed damage). Any action for breach based in whole or in part on the nonconformity of the goods must be commenced within six (6) months after the cause of action has accrued. Non-conforming Paper shall be addressed and resolved in accordance with the applicable mill's standard claims procedure.

**9. SHIPMENTS AND OVERAGE/UNDERAGE**

All orders shipped shall be subject to a five percent (5%) variance in weight, from that which was ordered, Customer shall be invoice based on actual weight shipped.

**10. FORCE MAJEURE**

Highform's performance under any agreement or Purchase Order may be excused or suspended when performance is prevented by an act of God, labor shortage, mill disruption, governmental act, civil unrest, pandemic, transportation shortages and the like. Highform shall use commercially reasonable efforts to make good available during such time and to apportion goods among its customers in an equitable manner.

**11. TAXES**

Any and all taxes or charges of any nature (other than taxes imposed on Highform's gross or net income), imposed by any United States, state or local government authority, which shall become payable by reason of a sale, delivery and/or use of the goods shall be deemed for customer's account and shall be invoiced accordingly, subject to any exemptions that may be applicable to customer.

**12. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted according to the laws of the State of Illinois. In the event of any unresolved dispute, the parties agree that exclusive jurisdiction shall lie with the state or Federal courts located in DuPage County, State of Illinois. In the event that any one provision of this Agreement would be deemed unenforceable, the remaining provisions shall be given full force and effect.