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MEADWESTVACO CORPORATION
Specialty Chemicals Division

TERMS AND CONDITIONS FOR SALE OF PRODUCTS

Effective December 15, 2008

All sales are subject to the following terms and conditions:

ACCEPTANCE: MeadWestvaco's acceptance of your purchase order is expressly made conditional on Buyer's assent to the terms and conditions contained herein. Regardless of any provision to the contrary in Buyer's order, such assent shall be deemed given upon Buyer's use of the goods or upon Buyer's failure to object to any of the terms and conditions hereof within ten (10) days after receipt of the goods, whichever first occurs. No contract is formed except in accordance with the terms expressed in this paragraph. If these terms are not acceptable, Buyer must so notify MeadWestvaco at once.

PRICES: **Prices are subject to change at any time without advance notification, unless there is a binding contract between Buyer and MeadWestvaco.** If no price is indicated on the purchase order or in a binding contract between Buyer and MeadWestvaco, MeadWestvaco's price shall be its regular price as of the date hereof. Any tax or other charge imposed upon the production, sale, use, or shipment of the goods except taxes based on income shall be added to the price or billed separately to Buyer.

CREDIT: If Buyer defaults in making any payment when due, or if Buyer's credit becomes impaired or otherwise unsatisfactory in the judgment of MeadWestvaco, MeadWestvaco shall have the right to declare immediately due and payable all outstanding obligations, to retake possession of any shipment then in transit to Buyer, to change credit terms and the discount period with respect to any shipment in transit or any further shipments, and to suspend production and defer or eliminate further shipments until any outstanding amounts are paid in full and MeadWestvaco receives such cash or satisfactory security covering further shipments as may be required by MeadWestvaco. Unless MeadWestvaco receives such outstanding amounts and such cash or satisfactory security within five (5) days after demand, MeadWestvaco may treat such failure as a repudiation of this Agreement.

TITLE; RISK OF LOSS: Title to the goods and risk of loss of the goods shall pass to Buyer upon delivery to a carrier or to Buyer's truck (F.O.B. shipping point). Selection of carrier and routing of all shipments shall be at MeadWestvaco's option.

INSPECTION; ACCEPTANCE; REJECTION: All goods tendered shall be inspected by Buyer within ten (10) days after receipt and, unless a notice of rejection has been sent by Buyer to MeadWestvaco within such ten day period, Buyer shall be deemed to have irrevocably accepted the goods.

CLAIMS; LIMITATIONS OF LIABILITY: All claims for damages shall be deemed waived unless Buyer shall submit such claims to MeadWestvaco in writing within ninety (90) days from the shipment of the goods. Goods which are rejected or the subject of any claim shall be promptly set aside by Buyer in safe storage for inspection

by MeadWestvaco. MEADWESTVACO'S LIABILITY, IF ANY, INCLUDING CLAIMS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, SHALL BE LIMITED TO EITHER THE REPLACEMENT OF THE GOODS OR THE RETURN OF THE PURCHASE PRICE PAID, AT MEADWESTVACO'S OPTION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Buyer shall not deduct from the price the amount of any claim unless MeadWestvaco allows such claim in writing.

WARRANTIES: MeadWestvaco warrants that the goods sold hereunder are of merchantable quality and that MeadWestvaco can convey the title to the goods free of any security interest or other lien. MEADWESTVACO MAKES NO WARRANTY AS TO THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE OR THE RESULTS TO BE OBTAINED FROM THEIR USE BY BUYER EITHER ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. MEADWESTVACO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS.

EXCUSES FOR NON-PERFORMANCE: Either party shall be excused to the extent that its performance is prevented or delayed by any circumstance reasonably beyond its control, including but not limited to fire, explosion, strike, labor dispute, inadequate supply of labor or materials, transportation failure or delay, accident, embargo, war, act of God, act of the public enemy, riot, or action or request of any governmental authority. If, for any such reason, the total demand for MeadWestvaco's goods cannot be supplied by it, MeadWestvaco will allocate its available supply on a fair and equitable prorated basis among its customers, subsidiaries, and own plants. If, for any such reason, Buyer's use of the goods is reduced, Buyer will allocate its purchases of the goods among its suppliers upon a fair and equitable prorated basis. In the event a claim of infringement is made before completion of all deliveries hereunder, MeadWestvaco may at its option stop any further shipments of the goods and shall incur no liability therefore except for return of the purchase price paid for the non-delivered goods.

AMENDMENT: MODIFICATION: WAIVER: These Terms of Sale contain the entire Agreement between the parties and set forth the complete and exclusive statement of the terms and conditions of such Agreement. No modification of such Agreement nor any waiver or renunciation of any claim or right accruing to MeadWestvaco hereunder shall be binding upon MeadWestvaco unless signed by an officer of MeadWestvaco. No waiver of any performance required under this Agreement shall be deemed a waiver of future compliance with all of the terms hereof.

APPLICABLE LAW: This Agreement shall be governed and construed in accordance with the laws of the State of New York.

FAIR LABOR STANDARDS ACT: Goods or services covered by this Agreement shall be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.