



POTLATCHDELTIC CORPORATION
TERMS AND CONDITIONS OF SALES

These Terms and Conditions of Sale (the "Conditions") bind PotlatchDeltic ("Seller") and its customer ("Buyer") regarding the sale and purchase of PotlatchDeltic of products ("Goods") in the United States of America ("USA") and its territories. These terms supersede all prior agreements, proposals and discussions among the parties with respect to the purchase and sale of such Goods other than a written agreement signed by both parties. These Conditions shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Seller in a writing signed by Seller.

1. REJECTION OF OTHER TERMS. These Terms of Sale supersede all prior agreements, proposals and discussions between the parties with respect to the purchase and sale of the Goods other than a written agreement signed by both parties. Any additional, inconsistent or different terms or conditions contained in Buyer's purchase order or other documents submitted by or on behalf of Buyer at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Terms of Sale, and are hereby expressly rejected by Seller. These Terms of Sale shall be deemed accepted by Buyer without any such additional, inconsistent or different terms and conditions, except to the extent expressly accepted by Seller in a writing signed by Seller.

2. SHIPMENT; TITLE; RISK OF LOSS. All shipping dates are approximate and not guaranteed. Unless otherwise expressly stated in writing by Seller the title to the Goods shall pass with risk of loss from Seller to Buyer once the

Goods are loaded on the Buyer's carrier or delivered to the carrier's facility. Any increase in freight rates for shipments, whether prepaid or not, and all demurrage shall be borne by Buyer. Unless otherwise specified by Seller in writing.

3. PRICES. Unless otherwise specified in writing by Seller, all prices are exclusive of taxes, customs, duties, transportation and insurance, and any and all current or future tax or governmental charge (including sales tax) applicable to the sale, delivery, shipment or storage of the Goods that Seller is required to pay or collect shall be for Buyer's account, shall be added to the price and shall not be subject to reduction.

4. EXCUSE OF PERFORMANCE. The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed due to acts of God, war, terrorism, riot, fire, labor trouble (including strikes, lockouts and labor shortages), failure of computer systems to operate properly, destruction or loss of electronic records or data, plant shutdowns, unavailability of materials or components, unavailability of or delays in transportation, insufficient production capacity, unavailability or shortage of fuel products, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond such party's reasonable control. If such event affects Seller, Seller may, without liability, allocate and distribute the Goods among such customers in such proportions as Seller, in its sole discretion, determines.

5. WARRANTY. Seller warrants the Goods to be of merchantable quality and to conform to specifications and tolerances provided in the applicable industry standards. Should any Goods sold by Seller be found not to meet the foregoing warranty, Seller will furnish replacement Goods conforming to this warranty. However, a written notice of any claim under this warranty must be given to Seller within 30 days after delivery or after opening of the

packaging when Goods are intended to be stored in original wrapper after receipt and Buyer must afford Seller a reasonable opportunity to inspect the goods in unaltered condition and evaluate the claims in accordance with procedures customary to the industry.

6. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE ARISING FROM THE FAILURE OF THE GOODS TO CONFORM TO THE APPLICABLE WARRANTY SHALL BE LIMITED TO REPLACEMENT. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PURCHASE PRICE FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COST FOR LABOR, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL.

7. FURTHER HANDLING. Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their respective officers, directors, employees, representatives and agents from and against, any and all claims, losses, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the use, handling, manufacture, processing, alteration, distribution, sale or marketing of the Goods, or any other action or inaction with regard to the Goods, in each case after the delivery thereof to Buyer; provided however, that Buyer shall not be liable to Seller for damages directly caused by the sole negligence of Seller or by Seller's breach of warranty expressly set forth herein.

8. PAYMENT TERMS; CREDIT REQUIREMENTS. Except as otherwise specified on the Invoice, terms of payment are net 30 days from date of Seller's invoice in U.S. currency. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees. Seller shall have the right to set-off any amounts owing from Buyer against any amounts payable to Buyer. In the event that Seller determines, at any time in its sole discretion, that the credit of Buyer or of any person providing credit support for Buyer's obligations is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement or instrument supporting Buyer's obligations, Seller shall have the right, among any other rights provided by applicable law, to declare immediately due and payable any and all amounts owed by Buyer to Seller, whether under these Terms of Sale or otherwise, and to suspend and/or terminate further production and delivery to Buyer of any order until credit arrangements satisfactory to Seller in its sole judgment have been established. Buyer acknowledges that it may be charged an interest rate of 18% per annum, calculated on the basis of a 365-day calendar year, on all balances outstanding more than 30 days after the date of invoice.

9. GOVERNING LAW; SEVERABILITY. These Terms of Sale shall be governed by the laws of the State of Washington, USA, without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. If any provision of these Terms of Sale is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision, which, insofar as practical, implements the purpose of these Terms of Sale.

10. MISCELLANEOUS. These Terms of Sale shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. Buyer shall not assign its rights or obligations under these Terms of

Sale without Seller's prior written consent. No waiver of any provision of these Terms of Sale by Seller will be valid unless the same is in writing and signed by Seller. Seller reserves the right to unilaterally modify any portion of these Terms of Sale without prior notice effective immediately upon posting at the PotlatchDeltic website <https://potlatchdeltic.com/>. The current version of these Terms of Sale and any modifications supersede all prior versions of these Terms of Sale and is available at the PotlatchDeltic website <https://potlatchdeltic.com/> or upon request.