



**HYSTER
COMPANY**

P.O. BOX 7006
GREENVILLE, NC 27835-7006
(252) 931-5100

Jaime McNeill
Discount Administrator
Greenville

2-02 5-04
2-03

January 6, 2003

TO: CERTAIN DEALER PRINCIPALS AND SALES MANAGERS
FROM: DAVE HOEHN, V-PRES., SALES, COUNTERBALANCED TRUCKS
SUBJECT: GULF STATES PAPER CORPORATION

This letter is to confirm a formal Dealer Major Account Agreement for Hyster product between Gulf States Paper Corporation and Barloworld Handling – Birmingham, Alabama branch, who is responsible for administering the account. This agreement commences January 3, 2003 and will end on December 31, 2005.

Please note the attached listing of plants/operations in your area and make contact with your local plant as soon as possible.

Barloworld Handling – Birmingham, Alabama branch will be responsible for placing orders with Hyster Company and coordinating the delivery and installation of new equipment. All orders for locations on the attached list are to be placed through the Barloworld Handling office in Birmingham, Alabama. Gulf States Paper Corporation will be responsible for informing their locations of this agreement.

If you have any questions concerning this account, please contact Bill Crotwell, Regional Sales Manager in Birmingham at (205) 520-2000.

Sincerely,

Dave Hoehn

Vice-President, Sales
Counterbalanced Trucks

DH/wgw

cc: Rod Hornor, Hyster Company
Bill Crotwell, Barloworld Handling



Barloworld
Leading brands

Barloworld Handling LP
3930 Pinson Valley Parkway
Birmingham, Alabama 35217 USA

Telephone 205 520 2000
Branch Fax 205 520 2032 Division Fax 205 520 2031
www.handling.barloworld.com

Barloworld L.P. / Hyster Company

Major Account Purchase Agreement

Company Name: Gulf States Paper Corporation - GSPC
Address: 1400 Jack Warner Pkwy NE
Tuscaloosa, AL 35403

AGREEMENT:

This Agreement covers a term beginning 1/1/03 through 12/31/05.

This Agreement shall be in effect from its date and shall continue thereafter until either party notifies the other in writing of its intent to terminate, which notice shall state an effective date of termination that is not less than thirty days after the giving of notice. No truck orders may be placed with Barloworld Handling LP under the terms of this agreement after the date notice of termination is given by either party, but any truck on order prior to the giving of such notice shall remain on order and the order shall be filled in accordance with this agreement even though delivery or other performance by either party may not occur until after the effective date of termination. Notice shall be considered given when made in writing personally or by certified mail deposited in the U.S. mail, postage prepaid to the other party at the address of such part indicated in this agreement or such other address notified by one party to the other.

DISCOUNT:

A discount (see discount schedule attached) will apply to all orders for Hyster Company equipment contained in this agreement. The major account discount will be applied to the Hyster Company retail suggested list price in effect when the order is placed.

SCOPE:

The discount in this Agreement applies only to the equipment ordered and invoiced in U.S. Currency in the United States for delivery in North America. GSPC is responsible for all national and local sales taxes.

The terms, conditions, and limitations of the Quotation, Offer of Sale, or other Hyster Company sales order agreement between the customer and Hyster Company shall also apply to the particular products covered by such agreement in addition to the terms and conditions provided herein.



GENERAL PROCEDURES:

- I. Barloworld Handling L.P. will serve as the administrating dealer for the GSPC major account agreement. G. W. (Butch) Van Horn will be the Barloworld Handling L.P. sales representative responsible for administrating the agreement for your account. Butch Van Horn can be reached in the Barloworld Handling L.P., Birmingham, Alabama office located at 3930 Pinson Valley Pkwy, Birmingham AL 35217. Office telephone 205-520-2000, fax number 205-520-2031, and cellular phone 334-268-0399.
- II. The following procedure will ensure GSPC is taking full advantage of this Major Account Agreement.
 1. Local plants should contact Barloworld Handling L.P. for information pertaining to their equipment needs for their operations. If contact is made with the local Hyster dealer, they should notify the dealer that they are part of the GSPC Major Account Agreement with Barloworld Handling L.P./Hyster Company.
 2. Upon receiving an inquiry from your local plant, Barloworld Handling L.P. will involve the Local Hyster dealer to establish quote specifications.
 3. The local Hyster dealer will forward a copy of their recommendations to the Barloworld Handling administrator. The specifications will be reviewed by the administrator and upon agreement on the specifications with the local plant, a quotation will be prepared. The quotation will be protected for 30 days from date of quotation. Quotations will include purchase, long term lease, and full maintenance information where applicable.
 4. All equipment quotations will be sent directly to the local plant and corporate purchasing will receive a copy.
 5. Purchase orders from local plants for Hyster equipment must be placed directly with Barloworld Handling L.P. Birmingham, Alabama through Butch Van Horn, Major Account Administrator for the major purchase agreement discount to apply.
 6. Barloworld Handling L.P. will handle ordering and delivery of the Hyster unit to the local Hyster dealer. All delivery expediting will be handled directly by Barloworld Handling L.P.
 7. Barloworld Handling L.P. will provide all Hyster forklift equipment invoices and invoicing will be sent directly to the authorized GSPC, representative specified on your purchase order. Invoicing for all rentals, parts, and or service will be set by the local authorized Hyster dealer directly to the GSPC location where the above material services are performed.
 8. All accessories and attachments with this agreement such as batteries, chargers, carton clamps, rotators, and fork positioner, etc will be priced at major account discounts established by the allied vendors and passed on to GSPC.
 9. Hyster forklift purchases or leases contained in this agreement will be shipped F.O.B. their respective shipping points. Freight will be invoiced as a separate item on the invoices respective of their shipping points.

- III. Warranty - Hyster Company, or its subsidiary which last sold the product, warrants new industrial truck products sold by it for use in the United States and Canada to be, at the time of manufacture, free from defects in workmanship and materials and in compliance with the mandatory design and construction specifications of : (a) Part II, ANSI B56.1 – 1969, as required by OSHA standard 29 CFR 1910 .178 (A) (2); (b) Part III, ANSI B56 1 in effect at the time of manufacture and (c) the fire protection designation (G.D, LPG, E, etc.) specified on the product. This warranty covers for:

Twelve (12) months on 2000 hours of operation from the date of delivery for initial use, whichever occurs first, new industrial trucks and other products sold by Hyster Company associated with new industrial trucks. If a new industrial truck or associated products proves not to be as warranted, the warranty covers the cost of replacing or, at the sole option of Hyster Company, repairing, by an authorized Hyster industrial truck dealer performing the work during normal working hours, that part found to not be as warranted.

1. Normal Wear and Tear Maintenance including without limitations: adjustments or replacements to components subject to wear and tear, such as; brakes, belts, hoses, seals and packing, tires, bulbs, filters, switches, and ignition parts.
2. Abuse including, without limitations: neglect, improper operation, misapplication; overloading, accidents or alterations not approved by Hyster Company.
3. Lack Of Maintenance including, without limitations; failure to inspect and maintain in accordance with Hyster published schedules, improper repair, use of unapproved parts, cracked heads and blocks unless caused by failure of internally lubricated part or repair of engine valves, rings or guides.
4. The exclusions and limitations in Hyster Company's printed warranty attached here to shall apply.

IV. Payment Terms:

- A. Payment terms for Hyster industrial trucks under this agreement shall be net 30 days from receipt of the invoice by the GSPC location receiving the invoice.
- B. Lease documentation will be proposed and submitted by Barloworld Handling L.P. Lease agreements will be subject to signed surveys at the plant locations where the equipment is used. Certificate of insurance is required on all lease transactions.

REPLACEMENT PARTS:

1. Hyster industrial truck dealers shall provide genuine Hyster OEM parts for all products provided to GSPC at all locations.

2. Genuine Hyster OEM replacement parts ordered by 5:00 p.m. EST in the continental United States shall be received by the local Hyster dealer for customer pickup the next day. Barloworld Handling L.P. shall not be responsible for delays in parts shipments to GSPC that are not within their reasonable control.
3. Barloworld Handling L.P. agrees to buy back standard Hyster production non structural parts at fair market value, at GSPC request. These parts include Hyster OEM replacement parts (which are in new or resaleable condition) that GSPC purchases on or after the date of their assigned agreement.
4. Barloworld Handling L.P. will work with your local Hyster industrial truck dealers to offer parts consignment programs to support your local facilities.

FLEET MANAGEMENT:

An analysis of your forklift fleet is available through this major account program. Utilizing your local Hyster forklift dealer and local GSPC personnel, Barloworld Handling L.P. will conduct forklift fleet evaluations of your operations. Plant surveys, equipment analysis such as conditions, age, engine hours, and utilization will be evaluated and cost reduction opportunities will be explored. This fleet management program facilitates planned replacements, increased productivity, higher utilization, decreasing obsolescence and disposal of equipment.

NOTICE OF TERMINATION:

B. Captwell 12/27/02
M. Goss 12/12/02

This Major Account Agreement is written to include all (13) Gulf States Paper Corporation facilities located in the United States. Gulf States Paper Corporation and Barloworld Handling L.P. reserves the right to cancel this agreement upon 30 days written notice, ~~due to failure of either party to perform~~. This Major Account Agreement can be cancelled in its complete form or modified upon mutual agreement between GSPC and Barloworld Handling L.P.

EXCLUSION:

The following Hyster models are excluded from the discount schedule but may be quoted in concert with the Agreement: Hyster Company Man Down Turret trucks, N30XM and Man Up Turret Trucks, V30/35/40XMU. In addition, included in this Agreement are many specialty items quoted through the Hyster Warehouse Product Group & Special Products Engineering Division, AGV's, AGLV's Systems, etc.

ORDER PLACEMENT:

The discounts contained in this Agreement apply to orders placed with Barloworld Handling L.P., 3930 Pinson Valley Pkwy, Birmingham, AL 35217.

NOTIFICATION OF AGREEMENT:

Customer will notify all locations; ports, divisions, subsidiaries of this Agreement. Barloworld Handling L.P. will advise our dealer organisation of the Agreement.

MICHAEL COSE
GSPC

Date 12/12/02

GSPC

Date _____

Bill Protwell
Barloworld Handling L.P.

Date 12/27/02

Forklift Location and Sizes

Attachment 1

Plant Location	5,000 # or Under	10,000 # or above	Total #	Contact Person	Planned Purchases 02/03
GSPC 2500 Gulf States Pkwy Moundville, Al 35474		9	9	Eddie Bell (205) 562 5839	
GSPC 214 Conover Blvd., SE Conover, NC 28813	9	2	11	Johnny Hipps (828) 464 5560	
GSPC 2690 Kelly Blvd. Claremont, NC 28610	6	2	8	Brian Emmerick (828) 459 8006	
Resolution Packaging 21 Burgin Street Marion, NC 28752				Mike Reel (828) 652 5511	
GSPC 401 Precision Dr. Waco, TX 76710	10	2	12	Ken Orr (254) 299 6500	
GSPC 4200 East 32 nd St. Joplin, MO 64804	7	3	10	Rick Kennedy (417) 624 8811	
GSPC 200 Stephens Dr. Nicholasville, KY 40340	11	3	14	Carroll Martin (606) 885 6021	
Livingston Box Company North Industrial Park P.O. Box 757 Livingston, AL 35470	4	1	5	Rodney Whitcomb (334) 652-9673	
Resolution Packaging 2 Como Court Towaco, NJ 07082	7		7	Rich Davis (973) 334 3030	
GSC Packaging, LLC 1854 East Home Ave. Fresno, Ca 97903	5		5	Lee King (559) 441 1181	
GSD Packaging, LLC 33 North Powell Dr. Hazelton, PA 18201	4	1	5	Jim Hourigan (570) 454 0433	
GSD Packaging, LLC 3961 Cusseta Rd. Columbus, Ga 31903	4	1	5	Rodney Greene (706) 689 2924	
GSPC 28270 US Hwy 80 W Demopolis, Al 36732			23	Johnny Boney (334) 289 1242	
TOTALS			114		

Note: The average forklift in the 5,000 lb. or below category is a 5,000 lb. truck with a side shifter, for handling pallets in a "warehouse" setting. The average truck above 5,000 is a 12,000 lb. clamp truck for handling paper rolls in a "manufacturing" setting. Moundville location uses 16,000 + forklifts in a "sawmill" setting. For detailed information please contact the location contact person listed above.