

These General Terms and Conditions of Paper Supply (“**General Terms and Conditions**”) are applicable to the supply by Suzano S.A. and/or any of its affiliates (“**Supplier**”) of paper products (“**Products**”). When a customer (“**Customer**”) delivers a purchase order (“**Purchase Order**”) to Supplier and Supplier issues a corresponding order confirmation (“**Order Confirmation**”), an agreement (“**Agreement**”) will be formed between Supplier and Customer (as stated in the Order Confirmation) incorporating these General Terms and Conditions and any other documents incorporated into the General Terms and Conditions and the Order Confirmation.

1. No Purchase Order shall be deemed accepted by Supplier until Supplier issues an Order Confirmation. Each Purchase Order shall be deemed to be a separate offer by Customer to purchase products, which Supplier shall be free to accept or decline at its absolute discretion.
2. These General Terms and Conditions are the only terms and conditions on which the Supplier is prepared to deal with the Customer and they will apply to and govern all agreements between the Supplier and the Customer unless expressly agreed otherwise by both parties.
3. No provisions, terms and conditions nor warranties endorsed upon, delivered with, referred to or stipulated or contained in any purchase order or other similar document delivered or sent by the Customer to the Supplier will form part of the Agreement. Any reference to the Customer's purchase order or other similar document will not be deemed to imply that any provisions, terms and conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in such purchase order or other similar document will have effect to the exclusion or amendment of these General Terms and Conditions.
4. In the event of conflict between the Order Confirmation and the General Terms and Conditions, the Order Confirmation shall prevail.
5. The Customer represents, warrants and agrees that it has not and will not, directly or indirectly sell, ship nor arrange for the transfer of any products, services, technology, materials, tools, and technical data arising out of or in connection with this Agreement into countries subject to US trade embargoes and any other country that is subject to or may become subject to, economic and trade sanctions administered and enforced by the Office of Foreign Assets Control of the United States of America (“USA”) Department of the Treasury (OFAC) or by the USA Department of State or any other governmental body in the USA.
6. The Customer shall comply with and ensure that any person acting on behalf of the Customer fully complies with all laws and regulations that are applicable to the performance of this Agreement, including all applicable laws, statutes and regulations relating to: (a) Export Controls, Sanctions and Embargoes, such as (but not limited to) regulations issued by United Nations and Office of Foreign Assets Control; (b) Anti-bribery and Anti-corruption applicable rules, such as (but not limited to) the Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act; (c) Environmental standards; and (d) the prohibition of use of child labour and slavery workforce (“**Relevant Requirements**”) and shall not do, fail to do or allow any of its Affiliates, employees, subcontractors or agents at any title, by act or omission, do anything of which is in contravention of the Relevant Requirements.
7. The Customer acknowledges that the specific terms and conditions of this Agreement and all information received from the Supplier concerning, but not limited to, materials, volumes, costs, prices, or any other information considered to be of a commercial nature (collectively “**Confidential Information**”), are confidential and shall not be disclosed to any third party and shall not be used for purposes other than for this Agreement. Parties agree that the Supplier may disclose information to advisors and banks subject to the assumption of the same confidentiality duty by the receiving parties. Obligations set forth in this Section shall survive for one (1) year following the termination of this Agreement for whatever reason. For the avoidance of doubt, Confidential Information shall not include information that (a) is or become available to the public other than through a Party's breach of this Agreement and (b) is required to be disclosed by law.
8. The Customer shall give to the Products the proper use/destination, as well as take all measures to guard and discard Products wasted and packaging, all in accordance with the applicable regulations. Supplier shall not be held liable because of the use, destination nor discharge of the Products by Customer.
9. Any dates quoted for delivery are estimates only, and the time of delivery is not of the essence.
10. Subject to clause 18 of this General Terms and Conditions, the Supplier shall not be liable and shall have no liability for any delay in delivery of the Products that is caused by a force majeure event (i.e. an event, circumstance or cause beyond the Supplier's reasonable control) or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

11. If the Customer fails to take delivery of the Products on the date stated in the Order Confirmation or the Agreement, the Supplier shall store the Products until delivery takes place and charge the Customer for all related costs and expenses, including (without limitation) insurance. Supplier may be responsible for costs and expenses only if logistics issues arise due solely and exclusively to Supplier's actions or faults.
12. After delivery of the goods, the Customer must release the cargo within the negotiated free time period. If Suzano notices any signs of abandonment of the containers, the supplier may resell or dispose of all Products. The reasonable costs generated at the destination due to non-removal of the cargo must be charged to the Customer, together with any additional damages caused.
13. The Supplier may deliver the Products by instalments, which may be invoiced and paid separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
14. The Supplier reserves the right to contract with third parties to effect delivery of the Products to any destination, without previous notice. Customer shall comply with the terms and conditions set out in the Bill of Lading applicable to each shipment, and will pay any sums due under and bear the cost for any failure or non-compliance with such Bill of Lading. The conditions negotiated may vary according to the logistic service and Supplier shall not be held liable for extra costs caused due to Customer's noncompliance with instruction in such documents.
15. The Customer shall pay all fees and charges as set out in the Order Confirmation in accordance with the terms of the Order Confirmation. The Supplier shall invoice the Customer and the Customer will pay all invoices within of the date stated on the invoice.
16. Unless otherwise agreed in writing, the price for the Products is exclusive of any value added tax or any other applicable sales tax (and any other tax or duty relating to the manufacture, transportation, sale or delivery of the Products) and any costs or charges in relation to export and/or import, packaging, loading, unloading, carriage and insurance. Such costs and expenses will be paid by the Customer in addition to the fees and charges set out in the Order Confirmation when the Customer is due to pay for the Products.
17. The Customer is responsible for the full payment of any transfer fees, charges, taxes or similar banking expenses and time for payment shall be of the essence.
18. Nothing in this agreement limits nor excludes any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liabilities that cannot lawfully be excluded or limited.
19. Subject to clause 18, the maximum total liability of Supplier to Customer for any and all losses arising out of or in connection with this Agreement shall be limited to the amount equivalent to the price of damaged and/or defective Products delivered to Customer. Subject to clause 18, Supplier shall not be liable to Customer for any indirect or consequential damages and/or loss of profits (whether direct or indirect) arising out of or in connection with this Agreement, under any circumstance.
20. The Customer shall comply with all the conditions of the Order Confirmation, these General Terms and Conditions, as well as the Customer Guide available on the Supplier's website: <https://www.suzano.com.br/en/the-suzano/documents/>.
21. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
22. The Agreement, and any dispute or claim, including (without limitation) non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, including (without limitation) non-contractual disputes or claims arising out of or in connection with the Contract or its subject matter or formation.
23. The Supplier reserves the right to modify these General Terms and Conditions from time to time. The General Terms and Conditions in effect on the date of an Order Confirmation shall be the General Terms and Conditions incorporated into the applicable Agreement. The current version of this General Terms and Conditions is available at the following link: <https://www.suzano.com.br/en/the-suzano/documents/>, in English.

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