General Terms and Conditions of Paper Supply

The Customer represents, warrants and agrees that it has not and will not, directly or indirectly sell, ship or arrange for 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 U.S. Department of the Treasury ("OFAC") or by the U.S. Department of State or any other governmental body in the U.S.

The Customer hereby undertakes to comply with any law, rule, regulation or other legally binding instruction/resolution related to the prevention of bribery, corruption, fraud, or similar, including Brazilian Federal Law 12.846/2013, the UK Bribery Act 2010, the "Foreign Corrupt Practices Act" – FCPA and the Regulations of the Federal Reserve Board of the United States of America, and any laws of any other countries implementing the OECD Convention on Combating Bribery of Foreign Officials, as amended from time to time.

The Customer agrees and undertakes to keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information related to or in connection with the scope of this Agreement.

The Customer shall give to the supplied product the proper utilization/destination, as well as take all measures to guard and discard products wasted and packing, all in accordance to the applicable regulations. Supplier shall not be held liable because of the utilization, destination or discharge of the Product by Customer.

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. 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.

If the Customer fails to take delivery of the Products within the limit of business days as established in the Purchase Order or the Agreement, the Supplier shall store the Products until delivery takes place and charge the Customer for all related costs and expenses (including insurance). Supplier may be responsible for costs and expenses only if logistics issues arise due to exclusive Supplier's actions or faults.

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 current customer

The Supplier may deliver the Products partially or separately, which shall be invoiced and paid for 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.

The Customer is responsible for the full payment any transfer fees, charges, taxes or similar banking expenses and time for payment shall be of the essence of the Agreement or the PO.

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 by Supplier to Customer. Supplier shall not be liable to Customer for any indirect or consequential damages and/or loss and loss of profits arising out of in connection with this Agreement, under any circumstance.

The Customer declares to agree with all the conditions of this document named Terms and Conditions (Agreement), as well as with the PO and the TCs available on the Supplier's website www.suzano.com.br/clients, and its acceptance shall take place through the formalization by email and/or the shipment of the Product.

This Agreement, in conjunction with the PO and the TC's available on the Supplier's website constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In case of any conflict between the provisions of this Agreement and the TC's available on the Supplier's website, the provisions of this Agreement shall prevail.

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.

The Agreement, and any dispute or claim (including 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 non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Local and date:	
CUSTOMER	
Suzano S.A.	Suzano S.A.