



SYLVAMO NORTH AMERICA, LLC TERMS AND CONDITIONS OF SALE

ORDER AND INVOICE ARE ACCEPTED ON THE FOLLOWING TERMS AND CONDITIONS UNLESS AGREED OTHERWISE IN A WRITTEN AGREEMENT EXECUTED BY BOTH PARTIES:

1. **TERMS OF PAYMENT:** Terms of payment shall be in accordance with Sylvamo North America, LLC's ("Seller") invoice and shall be subject to change by Seller in the same manner as changes in price. Payments should be made at the direction and to the location specified by Seller. A one and one half percent per month service charge (18 percent per annum) or the highest permissible rate under applicable law, whichever is less, shall be assessed on late payments.

2. **TITLE, RISK OF LOSS, TAXES:** For export sales, carriage and risk shall be governed by designated INCOTERMS; and title shall generally pass when risk of loss passes, except title shall pass upon arrival at the foreign border for goods delivered INCOTERMS. All duties, taxes (including value added taxes), and other official charges due upon importation are Buyer's responsibility, except as otherwise set forth on the Invoice. For all other sales, except as may be expressly set forth on the Invoice, all goods are sold FOB Sylvamo North America, LLC's place of manufacture and all duties, taxes, are Buyer's responsibility.

3. **ADDITIONAL CHARGES:** To the prices provided for in this Invoice are to be added the amount of any tax or other charge imposed by any Governmental authority with respect to the manufacture, sale, transportation, delivery and/or use of the goods.

4. **EXCUSE OF PERFORMANCE:** No liability shall result from delay in performance caused by circumstances beyond the control of the party affected, including but not limited to, act of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the amount ordered at the discretion of the party affected without liability and Seller may allocate its available supply among its purchasers, including its divisions, but the order shall remain otherwise unaffected.

5. **FINANCIAL RESPONSIBILITY:** If at any time and for any reason the financial responsibility of Buyer shall become unsatisfactory to Seller, Seller may require cash or satisfactory security on subsequent shipments or deliveries without impairing the obligation of Buyer to take and pay for the quantity of goods ordered.

6. **LIABILITY:** Buyer shall examine the goods for nonconformity promptly upon receipt. All claims of whatever nature shall be deemed waived unless all defects ascertainable at the time of giving notice are stated with particularity in writing and received by Seller, promptly upon discovery, and in any event within ninety (90) days of Buyer's receipt of shipment. Any action for breach of this transaction based in whole or in part on the nonconformity of the goods must be commenced within one (1) year after the cause of action has accrued.

Seller shall in no event be liable for any incidental or consequential damages. Seller's liability and Buyer's exclusive remedy for any cause of action arising out of this transaction and its performance, including negligence, is expressly limited to replacement of nonconforming goods or payment in an amount not to exceed the purchase price of the specific goods for which damages are claimed at Seller's option.

Buyer shall not be entitled to deduct from the price invoiced to it the amount of any claim asserted against Seller without Seller's written consent. Buyer's failure to accept delivery of any installment of shipment of goods in the quantities and on the terms specified by the Invoice or to fulfill any other provision of the Invoice shall constitute a material breach of the entire transaction, in response to which, in addition to any other remedies hereunder or at law, Seller may in its discretion by written notice to Buyer at least five (5) days prior to the start of the succeeding month (1) declare the entire transaction terminated as of the date of the breach, or (2) reduce the installments during the remainder of the term hereof to that quantity last ordered by Buyer.

7. **WARRANTIES: SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR BY LAW, OTHER THAN ITS OBLIGATION TO DELIVER GOODS OF SELLER'S STANDARD QUALITY. SELLER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.**

8. **WAIVER:** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of these Terms and Conditions or Invoice or to take advantage of any of its rights shall not operate as a continuing waiver of such rights.

9. **ASSIGNMENT:** No order or its rights or obligations, is assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller.

10. **NOTICES, GOVERNING LAW:** This transaction shall be governed by the laws of the State of Tennessee, without reference to choice of law rules or to the Convention on Contracts for the International Sale of Goods. All notices required by the Invoice shall be sufficiently given if sent by U.S. mail addressed to the party at the place of business referred to on the front of the Invoice.

11. **MODIFICATION, MERGER:** These Terms and Conditions may be modified or revised only by a writing signed by authorized agents of the parties. Unless the goods covered by the Invoice are the subject of a written contract signed by parties, the Invoice and these Terms and Conditions shall constitute the entire agreement between the parties and there are no understandings, agreements or representations, express or implied, not specified herein. For the avoidance of doubt, if a written contract signed by both parties is in existence covering the sale of the goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

12. **EXPORT/EXPORT CONTROL:** Any commodities, technology or software purchased by Buyer hereunder are exported from the United States in accordance with the export administration regulations. Diversion contrary to U.S. law is prohibited. With respect to the exportation or resale of the product by the Buyer, the Buyer agrees to comply with all local and United States government export control laws and regulations ("export controls"). Export controls include, but are not limited to, laws pertaining to (I) export licenses, (II) restrictions.