



General Conditions of Sale

Sylvamo UK Limited

**Applicable to customers established in the United Kingdom and Ireland,
including retention of title clause.**

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including retention of title clause. The Buyer's attention is drawn in particular to article 8.

1 SCOPE

The following conditions of sale shall apply to all sales by Sylvamo UK Limited (the "Seller") to the exclusion of any Buyer's or other condition of purchase or which would otherwise be implied by trade, custom, practice or course of dealing. Except where inconsistent with these conditions, the paper industry customs issued by the Confederation of European Paper Industries (CEPI) shall apply, and in particular the provisions related to the tolerances contained in its General Conditions of Sale of Paper and Board of the European Economic Community (1991), as stipulated in the Annex hereto.

All quotations and offers are issued subject to these conditions and all orders accepted imply acceptance of these conditions. Alterations or amendments of these conditions must be accepted by the Seller in writing otherwise they shall be null and void. In the case of incompatibility or difference between these conditions and the specific conditions appearing on any other Seller's document addressed to the Buyer, the latter shall prevail.

The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the order as accepted by the Buyer subject to article 2 and these conditions. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of any commercial transaction between the Seller and the Buyer for the sale of the goods.

2 PLACING AND CONFIRMATION OF ORDERS

No order shall be binding unless confirmed by the Seller in writing by letter, fax or e-mail ("Confirmation of Order"), faxes and e-mails being accepted by mutual agreement as proof of the commercial transaction. Orders placed by telephone shall become binding on the Buyer upon receipt of the telephone call. However, orders placed by telephone shall become void in the absence of a Confirmation of Order within 3 business days from the order placed by telephone. In such a case, receipt of the goods shall be equivalent to Confirmation of Order.

Unless otherwise stated a quotation for the goods given by the Seller is binding for shipment within 14 days from the date it was made to the Buyer.

Each time that the Seller deems the financial status of a Buyer unsatisfactory, rendering uncertain the payment of receivables, or for any new customer or for any unusually large order, the Seller may require, prior to processing the order, a deposit or satisfactory financial guarantee or full payment of the goods prior to delivery. In the event of non-compliance with these conditions within the time limit specified by the Seller, the Seller is entitled to rescind the commercial transaction and the order shall be deemed null and void.

3 REFERENCE TO QUANTITY

Unless otherwise specified, references to the quantity of goods shall be calculated as follows:

- (i) paper in reels – for reels of each kind, quantity is expressed in gross weight including the standard packaging material, such as wrapper, core, plug (as weighed);
- (ii) paper in sheets – for sheets, quantity is expressed in theoretical net weight of paper or gross weight as specified, the latter being the weight of paper on the pallet including standard packaging material.

4 PACKING

Unless otherwise specified, packing of goods shall be in conformity with Seller's practice for the transport involved. Costs for special packing at the request of the Buyer are not included in the price of goods and shall be paid by the Buyer.

5 DELIVERY AND TRANSPORT

The period for delivery shall commence on the date on which Confirmation of Order is given. The delivery date mentioned in the Confirmation of Order is an estimate and the time of delivery is not of the essence. The Seller shall have no liability in the event of any delay in delivery, unless the delay is caused by the wilful default of the Seller. If there is no Confirmation of Order prior to delivery, the Seller shall inform the Buyer in advance of the intended delivery date orally or in writing.

Delivery of goods is always carried out in accordance with the delivery terms (Incoterms 2020) as specified in the Confirmation of Order. Unless otherwise specified, all risks relating to the goods sold, including those as a result of force majeure, are transferred to the Buyer on delivery of the goods to the carrier.

It is the responsibility of the Buyer to verify upon receipt, the quality, quantity, condition, weight of the goods and their conformity to the shipping documents, to notify any claims to the carrier in accordance with applicable procedure and notify any claims to the Seller in accordance with article 10 hereinafter.

If the Buyer has placed an order giving rise to successive deliveries according to an agreed time line, the Buyer shall not be entitled to request any suspension of deliveries or a different distribution of them.

6 FORCE MAJEURE

Seller shall not be considered in default in the performance of its obligations hereunder, or be liable in damages or otherwise, for any failure or delay in performance which is due to an event beyond Seller's reasonable control.

Seller may suspend or cancel its obligations in part or whole, during any period where Seller is hindered in manufacturing or supplying the goods in the usual manner by reason of a force majeure event occurring after Confirmation of Order. By instance, such events shall include (but not be limited to) any general or partial strike and other forms of industrial action, machinery breakdown or failure, shortage of supply and/or transport, epidemic, pandemic, war and/or mobilization, natural disaster.

7 PRICE AND PAYMENT

Unless otherwise specified, prices quoted are deemed "Ex-works" (Incoterms 2020) (taxes excluded), net of transport costs to the agreed upon destination, which are at the Buyer's charge. The Seller reserves the right to revise its price list at any time with prior notice of 1 month to the Buyer. Unless otherwise specified, the new prices become applicable to all orders invoiced from the date on which the new prices become effective.

Unless otherwise provided in the order as accepted by the Seller, the goods shall be invoiced according to the Seller's price list in force on the day on which the invoices are issued and invoices are payable on the earliest of 45 days end of month or 60 days from invoice date. Time of payment is of the essence. Invoices are payable in cleared funds to the bank account nominated in writing by the Seller.

No discount for anticipated payment will be applicable unless with the prior written agreement of the Seller.

In case of insolvency, bankruptcy, liquidation, or similar proceeding or arrangement with creditors, or the appointment of a receiver, all outstanding balances shall be deemed immediately due and payable.

All amounts due under the commercial transaction shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). In case of non-payment, even partial, of any invoice by due date, all outstanding debt shall become payable in full. Moreover, without limitation to the Seller's other rights and remedies, the Buyer shall pay interest on the overdue amount at the then current rate under the Late Payment of Commercial Debts (Interest) Act 1998 and the regulations made under it, such interest to accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. The Seller is also entitled to claim the reimbursement of costs for legal proceedings on a full indemnity basis related to payment recovery. In addition, Seller reserves the right to (i) suspend delivery of any confirmed order; (ii) terminate, without notice, any confirmed order in the absence of payment within 21 business days from the due date of the invoice; and (iii) to obtain a financial guarantee for the payment of any order not yet paid and/or any subsequent order.

8 RETENTION OF TITLE

Title to the goods shall pass to Buyer upon full payment by Buyer for the goods, both principal and accessories. Any clause to the contrary shall be deemed void.

Failure to pay for any order and/or the instigating of insolvency proceedings may result, at first request and without prior notice, in the recovery by the Seller of the goods in the Buyer's possession.

In the event of non-payment and/or the instigating of insolvency proceedings, Buyer authorizes and shall promptly arrange, upon simple request, for Seller to enter the premises or places where the goods are stored in order to make an inventory and, at Seller's discretion, mark the Products to display its right of retention.

Presentation of documents creating an obligation to pay (such as promissory note or cheques), draft or other, shall not constitute payment.

The Buyer expressly agrees that the Seller may exercise its rights under this clause, to the full extent of the outstanding amount due, on all goods in Buyer's possession, such goods being deemed to be those unpaid.

Until title to the goods has passed to the Buyer, the Buyer shall:

- (a) to the fullest extent possible, store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- (d) if it becomes subject to an insolvency event, notify the Seller immediately.

All costs related to the repossession of the goods will be borne by the Buyer, including (but not limited to) the costs of transportation and storage, and will be added to the amount of Buyer's debt toward the Seller. In the event of damage to the returned goods, Seller shall be entitled to demand payment of an indemnity to cover the loss. If the Buyer had requested to affix its own trademarks on goods, the Buyer shall compensate the cost of replacing the packaging/wrapping in case of repossession by or return to the Seller. After the return or taking back of the goods, the Seller may resell them. The income of this sale will be deducted from the remaining sums due by the Buyer, including the costs related to the return of the goods. The value of the repossessed goods will be determined by reference to the resale price of the goods, excluding tax, as obtained by the Seller. If this price exceeds the amount of the sums still owed by the Buyer, the Seller will refund an amount equal to the difference.

If despite the Seller's right of retention under this article, the Buyer has resold the goods subject to such right, the Seller shall be entitled to claim the income from the resale, regardless of the holder. Likewise, in the event of processing of the goods sold to Buyer or incorporation of such goods into other products, the Seller's right of retention shall transfer to the processed goods and/or on the products into which the goods are incorporated.

The application of this article shall in no way exclude a possible action by the Seller for damages with a view to compensate for loss of earnings or for damage, nor the right for the Seller to terminate or suspend all orders and/or rescind an order as per article 7 hereinabove.

9 FAILURE TO TAKE DELIVERY

If the Buyer fails to take delivery of the goods delivered in conformity with the order, the Buyer shall be liable for any corresponding costs incurred by the Seller, in particular costs of storage and warehousing. If the Buyer fails to collect the goods at the agreed day of delivery, the Seller shall be entitled to charge warehousing costs of £1/ton/day.

10 WARRANTY AND CLAIMS

The Seller warrants that on delivery, the goods (including the packaging) shall: (i) conform in all material respects with their description and the specifications described in the Annex hereto; and (ii) be free from material defects in design, material and manufacture.

The Seller gives no warranties except the foregoing. All warranties, conditions and other terms implied by statute, common law, course of dealing, custom and practice, including as to quality or fitness for purpose are, to the fullest extent permitted by law, excluded from the commercial transaction.

Upon arrival of goods at their destination, the Buyer shall promptly examine the conformity of the goods to the order and verify that they have no apparent shortages or defects.

The Seller shall be liable under the foregoing warranty only if the claim was received in writing and:

- before any utilization of the goods and at the latest within 1 business day from the delivery date, for any non-conformity which can be revealed by elementary check; or
- within 4 months from the delivery date, in cases where the goods would present hidden defects.

After the above-mentioned periods, the goods shall be deemed duly delivered in conformity with the order.

If a claim is deemed acceptable by the Seller, Seller's liability shall be limited to direct damage, excluding indirect damage (especially loss of profit; loss of production, loss of reputation).

In any case, Seller's liability shall be limited to the purchase price of the goods in respect of which the claim is made, at the exclusion of all other costs. Notwithstanding any other provision to the contrary, the Seller does not limit or exclude liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

The commercial transaction does not give third parties any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the commercial transaction.

No warranty shall apply where the Buyer has misused the goods, not stored them properly and in suitable conditions, or has used them without first notifying the Seller of the non-conformity and following its reasonable instructions.

If goods are resold, the limitations of liability stated above shall be enforceable by Seller against successive purchasers. Any more favorable warranties or conditions of sale or liability that Buyer may grant to its own purchasers shall not be enforceable against Seller.

11 INTELLECTUAL PROPERTY

In relation to goods on which the Buyer had requested to affix its own trademarks, the Buyer shall hold harmless and indemnify the Seller from and against all liability which may arise from any claim or action against the Seller resulting from or connected with the use of any design, pattern or trademark (whether registered or unregistered) or any kind of proprietary or intellectual property right in any such matter.

12 PERSONAL DATA

The Seller and Buyer, where they have received personal data for the purposes of orders and their execution (such as name, first name, email address and telephone number), will ensure that they process such data in accordance with:

- (a) to the extent the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), along with the Data Protection Act 2018 applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- (b) to the extent the General Data Protection Regulation ((EU) 2016/679) applies, the law of the European Union or any member state of the European Union to which a party is subject, which relates to the protection of personal data.

The Seller will collect and process information relating to the Buyer in accordance with the Seller's privacy notice available at <https://www.sylvamo.com/us/en/privacy-statement>, as this shall be amended from time to time.

13 COMPLIANCE

Buyer represents and warrants that he will comply with and will take all measures necessary so that its employees, agents and/or subcontractors, will comply with any national and/or international applicable laws including anti-corruption laws and fight against money laundering, re-export control laws issued by the European Union, the United States of America, the United Nations or by any other competent jurisdiction; any policy on whistleblowing and protection against retaliation as well as Sylvamo Third Party Code of Conduct available at: <https://www.sylvamo.com/us/en/sales-and-purchase-policies>.

14 NO WAIVER

Seller's failure to exercise a right, in whole or in part, or on time, shall not be construed as a waiver by the Seller of this or any other right and shall not prevent the Seller from exercising this right, or any other right again or in the future.

15 SEVERANCE

If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these conditions.

16 SETTLEMENT OF DISPUTES

Orders placed with the Seller and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these conditions, shall be governed by and interpreted in accordance with the laws of England and Wales, excluding their conflict of law provisions. The parties shall first endeavor to seek an amicable settlement to any dispute or claim. Should the parties fail to reach said amicable settlement within 2 months from the occurrence of the dispute, then the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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Annex

Articles 12, 13, 14, 16 and 17 of CEPI General Conditions of Sale of Paper and Board of the European Economic Community (1991)

Art. 12 Weight Tolerances of Deliveries

12.1 PAPERS IN SHEETS

As the assessment of differences between the weight ordered and the weight supplied must be made for each order or part order subject to the same delivery date and concerning a single grade (furnish, shade, finish and other specifications) and a single size, the tolerances will be as follows according to the size of the tonnages delivered:

12.1.1 Standard printing papers in sheets

Definition: standard grades of papers and boards are those stated to be such by type, basis weight and size, in price lists and other commercial documents.

- a) Standard printing papers - standard types, basis weights and sizes.

Quantity ordered	Without maximum or minimum quantity (*)
More than 20 tonnes	± 2.5% with a maximum of 1 tonne
10 to 20 tonnes inc.	± 4.0%
5 to 10 tonnes inc.	± 5.0%
3 to 5 tonnes inc.	± 7.0%
Below 3 tonnes (**)	± 8.0%

(*) If variation is only allowed on one deviation, the tolerances in this table must be doubled.

(**) Tolerances of ± 8.0% up to 3 tonnes do not apply to bulk grades which are only sold through wholesalers in quantities less than 3 tonnes.

For standard grades sold in BLOC-PALLET units (these are pre-packaged units containing a specific theoretical number of sheets as shown in the manufacturer's price lists), no tolerances between the number of sheets ordered and the number of sheets invoiced are allowed. Accuracy of counting, in the possible difference between the number of sheets invoiced and the number of sheets delivered, is dealt with in Article 13.

- b) Standard printing papers in standard basis weights but in special sizes

Quantity ordered	Without maximum or minimum quantity stipulated in order (*)
More than 100 tonnes	Previous agreement
50 tonnes to 100 tonnes inc.	± 4.0%
20 tonnes to 50 tonnes inc.	± 6.0%
10 tonnes to 20 tonnes inc.	± 8.0%
5 tonnes to 10 tonnes inc.	± 10.0%
3 tonnes to 5 tonnes inc.	± 15.0%
Below 3 tonnes	± 20.0%

(*) If variation is only allowed in one direction, the tolerances in the table must be doubled.

If the type of paper ordered and the technical conditions permit, smaller tolerances may be agreed by special arrangement.

- c) Making orders of printing papers with other characteristics than those indicated in a) and b)

The tolerances for these papers, to be agreed between buyer and seller, may not be below those defined in a) and b).

[Note: a section about board is not copied]

12.1.3 Packaging/wrapping papers and other papers

Quantity ordered	Without maximum or minimum quantity stipulated in order (*)
More than 100 tonnes	Previous agreement
From 50 to 100 tonnes inc.	± 4.0%
20 to 50 tonnes inc.	± 6.0%
10 to 20 tonnes inc.	± 8.0%
5 to 10 tonnes inc.	± 10.0%
3 to 5 tonnes inc.	± 15.0%
2 to 3 tonnes inc.	± 20.0%

(*) If variation is only allowed in one direction, the tolerances in the table must be doubled.

If the type of paper ordered and the technical conditions permit, smaller tolerances may be agreed by special arrangement.

12.2 PAPERS AND BOARDS IN REELS

As a result of variety of reel dimensions it is impossible to fix the quantitative tolerances uniformly.

Consequently, seller and buyer will have to set specific tolerances. However, if there is no agreement, tolerances will be those envisaged above in 12.1.1 for printing papers, in 12.1.2 for boards and in 12.1.3 for packaging/wrapping and other papers.

Art. 13 Tolerances in Counting Accuracy

For orders based on a counted number of sheets, the following tolerances must be observed.

13.1 NUMBER OF SHEETS PER DELIVERY OF PRINTING PAPERS

For invoicing in counted sheets, the number of sheets invoiced should not depart from the number of sheets supplied by:

- more or less than 3% for a consignment below 1 tonne or less than 5000 sheets
- more or less than 2% for a consignment equal to or above 1 tonne or more than 5000 sheets.

13.2 NUMBER OF SHEETS PER WRAPPED UNIT OR COUNTED UNIT

The difference between the theoretical number of sheets and the actual number of sheets per wrapped or counted unit may not exceed the following values for 95% of the packaged units supplied:

- ± 3% with an allowance of 5 sheets above or below, for printing papers and boards from 60 g/m² upward
- ± 5% with an allowance of 5 sheets above or below, for other printing papers, for packaging/wrapping papers and for thin and special papers
- ± 8% with an allowance of 5 sheets above or below, for cylinder board, special boards and straw board

Art. 14 Basis Weight Tolerances

14.1 DISPERSION OF UNIT VALUE WITHIN A DELIVERY

The variations between the basis weights ordered and those of the sheets supplied must not exceed the following values in the case of 95% of the sheets supplied:

14.1.1 For uncoated printings and writings and uncoated wrapping/packaging papers

Basis weight ordered	Without maximum or minimum stipulated in order
Up to and including 32 g/m ²	± 2.5 gr
From 33 g/m ² to 39 g/m ² inc.	± 8.0%
From 40 g/m ² to 59 g/m ² inc.	± 6.0%
From 60 g/m ² to 179 g/m ² inc.	± 5.0%
From 180 g/m ² to 224 g/m ² inc.	± 6.0%
From 225 g/m ²	± 7.0%

14.1.2 For coated printings and writings and coated packaging papers

The above tolerances are increased by 1 percentage point up to and including 32 g/m² and 2 points beyond this. For example ± 2.5 g becomes ± 3.5 g and $\pm 6\%$ becomes $\pm 8\%$.

14.1.3 For special printing papers such as drawings and other thin papers, whether coated or not, as well as for creped papers

In cases where no special agreement has been arrived at, an extra tolerance of 1 percentage point will be applicable for those listed in 14.1.1 for non-coated papers and 14.1.2 for coated papers.

14.1.4 Maximum or minimum basis weight stipulated in order

If a maximum or minimum grammage has been stipulated, the tolerances set out in the three paragraphs above will be doubled.

14.2 AVERAGE BASIS WEIGHTS DELIVERED

The variations between basis weights ordered and delivered must not exceed the following values:

14.2.1 Uncoated printings and writings and uncoated wrappings/packaging papers

Basis weight ordered	Without maximum or minimum stipulated in order
Up to and including 32 gr	± 2.5 gr
From 33 to 39 gr inc.	$\pm 6.0\%$
From 40 to 59 gr inc.	$\pm 4.0\%$
From 60 to 179 gr inc.	$\pm 3.0\%$ *
From 180 to 224 gr inc.	$\pm 4.0\%$
From 225 gr and above	$\pm 5.0\%$

(*) For normal basis weights between 60 and 129 g, the tolerance can be made the subject of special agreements for certain categories of papers and the % envisaged above can then be reduced to 2.6%.

If a paper grade is delivered in quantities of 3 tonnes or below, the above tolerances will be raised by 1 percentage point, for example 3.5 g instead of 2.5 g and 7% instead of 6%.

14.2.2 For coated printings and writings, as well as for coated packaging/wrapping papers

Tolerances will be increased by 2 percentage points compared with those indicated above.

14.2.3 For printing and special papers such as drawing papers, and other thin papers whether coated or not

In cases where no special agreement has been arrived at, extra tolerances of 1 percentage point will be applicable to the tolerances provided in 14.2.1 for uncoated papers and 14.2.2 for coated papers.

[Note: a section about board and a section about creped paper are not copied]

Art. 16 Tolerances on Dimensions of Paper and Board on Reels

16.1 WIDTH

For reels whose width does not exceed 1.60 m, the width tolerance on the reel is $\pm 0.5\%$ with a maximum of ± 3 mm and a minimum of ± 2 mm.

If the buyer stipulates a maximum or minimum reel width the above tolerance is doubled.

For reels whose width exceeds 1.60 m tolerances are to be fixed by special agreement.

16.2 DIAMETER

In the case where the diameter of the reels is specified in the order and where this requirement has been accepted by the vendor, the tolerance concerning variation in diameter is:

- For papers
 - where there is no stipulation of max or min diameter: - 4 cm and + 2 cm
 - where minimum diameter is stipulated: + 4 cm
 - where maximum diameter is stipulated: - 8 cm
 - for bulk papers, special arrangements may be made
- For boards
 - where there is no stipulation of max or min diameter: ± 6 mm
 - where minimum diameter is stipulated: + 12 cm
 - where maximum diameter is stipulated: - 12 cm

Reels corning at the end of the parent reel of the last consignment will nevertheless have to be accepted by the buyer provided that their diameters are more than half of the diameters ordered.

Art. 17 Tolerances on Dimensions and Squareness of Papers in Sheet Form

17.1 PAPERS AND BOARDS (OTHER THAN PARA 17.2) IN SHEETS

17.1.1 Dimensional tolerances

The following maximum variations are allowed for both dimensions of the sheets:

- precision cut: $\pm 0.2\%$ or $+ 0.4\%$ (*)
but with a minimum of ± 2 mm or $+ 4$ mm (*)
- machine cut: $\pm 0.4\%$ or $+ 0.8\%$ (*)
but with a minimum of ± 3 mm or $+ 6$ mm (*)

(*) If no lower tolerance is accepted and this requirement has been mentioned on the order form.

17.1.2 Tolerances in squareness

For precision cut papers, the rectangular tolerance will be 0.3% with a minimum of 2 mm calculated on the actual dimensions of the sides.

For machine cut papers, the rectangular tolerance will be 0.6% with a minimum of 4 mm calculated on the actual dimensions of the sides.

NB: The tolerances mentioned in 17.1.1 and 17.1.2 are only applicable to sheets whose smaller side is equal to or greater than 40 cm.

If the type of paper ordered and if the technical conditions permit, lower tolerances may be agreed between buyer and seller for specific orders.

17.2 CYLINDER BOARDS - BOARDS FOR SPECIAL PURPOSES AND STRAW BOARDS

17.2.1 Tolerances and dimensions

The following maximum deviations are allowed for both dimensions of the sheets:

- precision cut: $\pm 0.3\%$ or $+ 0.6\%$ (*)
but with a minimum of ± 2 mm or $+ 4$ mm (*)
- machine cut: $\pm 0.5\%$ but with a minimum of 5 mm

(*) If no lower tolerance is accepted and this requirement has been mentioned on the order form.

17.2.2 Tolerances in squareness

The rectangular tolerance will be $\pm 2\%$ with a minimum of ± 2 mm calculated on the actual dimensions of the sides.

NB: The tolerances mentioned in 17.2.1 and 17.2.2 are only applicable to sheets whose small side is equal to or greater than 40 cm.

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