

General Terms and Conditions

Paper Supply

These General Terms and Conditions ("TCG" or "Agreement") shall apply to the supplies of tissue paper ("Products") made by Suzano S.A ("Seller") to the Buyer(s) and shall govern all supplies referred by them. This TCG shall be applied to both Parties regardless its signature by the Buyer (identified in the Purchase Order or in the Supply Agreements) or Seller, automatically applying to any and all supplies made by Seller to purchasers.

1. The Buyer represents, warrants and agrees that it has not and will not, directly or indirectly sell, ship or arrange for transfer of any products 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.
2. The Buyer 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.
3. The maximum total liability of Seller to Buyer 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 proved damaged and/or defective products delivered by Seller to Buyer. Seller shall not be liable to Buyer for any indirect or consequential damages and/or loss and loss of profits arising out of in connection with this Agreement, under any circumstance.
4. The acceptance of this Terms and Conditions, which the Buyer declares to agree with all its conditions, shall take place through the formalization of the respective acceptance in writing and/ or the shipment of the Product.
5. This Agreement shall be governed by and construed in accordance with the law of the Federative Republic of Brazil and the Parties elect the Judicial District of the City of São Paulo, State of São Paulo, to settle any doubts or actions arising from this Agreement.