



General terms and conditions for Electronic Invoicing Services provided by Sylvamo

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The present General Terms and Conditions (hereinafter "GTC") shall govern the relations

Between: Sylvamo's affiliates hereunder listed.

Sylvamo France SA, having its registered office at boulevard des Chênes, 4 Parc Ariane, Immeuble Pluton, 78280 Guyancourt, France, registered with the Trade and Companies Register (Registre du Commerce et des Sociétés) of Versailles under number 639 804 566 RCS Versailles, or Sylvamo Sweden AB, registered in Stockholm, having its seat at Nymöllavägen 260-15, SE-295 73 Nymölla, Sweden, registered with the Swedish Companies Registration Office (Bolagsverket) under number 559348-198 or Sylvamo UK Limited, having its registered office at C/O Johnston Carmichael Bishop's Court, 29 Albyn Place, Aberdeen, Scotland, AB10 1YL, UK and trading address at Office 2 Crichtonbank Business Centre, Mill Road, Port Elphinstone, Inverurie, Aberdeenshire, AB51 5NQ UK, registered at Companies House under number SC004787, or Sylvamo Celimo SAS, having its registered office at boulevard des Chênes, 4 Parc Ariane, Immeuble Pluton, 78280 Guyancourt, France, registered with the Trade and Companies Register (Registre du Commerce et des Sociétés) of Versailles under number 440 304 293 RCS Versailles (each separately or together hereinafter "Sylvamo");

And: Sylvamo's customers (hereinafter the "Customer") in connection with the use of the Electronic Invoicing Services (hereinafter the "EIS").

By using the EIS, the Customer expressly accepts to be bound by the present GTC. By ticking the box marked "I accept the terms and conditions" on the registration page and by submitting the form to register with the EIS, the Customer acknowledges that it has read, understood and accepted unconditionally the present GTC. Use of the EIS and acceptance of the present GTC will not affect acceptance by the parties of Sylvamo's General Terms and Conditions of Sale as available on Sylvamo's internet website: <https://www.sylvamo.com/us/en/sales-and-purchase-policies>. Print version is available on request.

ARTICLE 1 - DESCRIPTION OF THE EIS

EIS are services made available by Sylvamo to the Customer whereby the Customer will receive electronic invoices related to products and services provided by Sylvamo to the Customer, instead of paper-based invoices (hereinafter "E-Invoices"). The Customer therefore waives its right to challenge the validity of invoices on the sole ground that the invoices are E-Invoices. As a result, print-outs of the E-invoices are not considered as original invoices for the purposes of applicable legislation. Customer may elect to receive paper invoices. In such cases the legal invoice will be the paper based invoice.

ARTICLE 2 - OBLIGATIONS OF THE CUSTOMER

The Customer shall provide Sylvamo with a valid email address and shall inform Sylvamo immediately of any modification thereof. It is the Customer's sole responsibility to access the e-invoicing platform, on a regular basis, and to download and archive the E-Invoices Sylvamo is under no obligation to request any acknowledgement of receipt of the E-Invoices. If the Customer encounters any difficulty in accessing or consulting the E-Invoices, it is its sole responsibility to inform Sylvamo thereof and to request, as the case may be, a paper-based invoice. If the Customer is unable to access the E-Invoices for any reason whatsoever that is not directly attributable to Sylvamo, this will not release the Customer from its obligation to pay the invoice. The Customer will be solely responsible for storing the E-invoices as well as attached certificates if applicable for the duration provided under applicable laws.

ARTICLE 3 - PERSONAL DATA AND PRIVACY POLICY

By using the EIS, the Customer agrees to the collection and processing of certain data, under which there may be personal data, collected under the conditions and for the uses described in the present GTC.

Sylvamo protects the private life of the Customers of its e-invoicing platform in accordance with current legislation. Therefore, Sylvamo has declared the collection and processing of personal data to the competent authorities.

Sylvamo may transmit, for the purpose of providing the EIS, Customer's data to third parties, in particular to service providers which are in charge of processing the data.

Sylvamo implements measures aimed at ensuring the security of the files composed of personal data collected on the e-invoicing platform. Sylvamo does not control the risks associated with the operation of the Internet and draws the Customer's attention to the existence of potential risks concerning the confidentiality of data transmitted via this network.

The Customer has a general right to access, modify, correct and delete personal data. The Customer's personal data collected via the invoicing platform will automatically be deleted when the Customer de-registers from the EIS or when the EIS are no longer active.

The Customer can exercise its rights by writing to: General Counsel EMEA, Sylvamo Europe SRL, 166 Chaussée de la Hulpe, 1170 Brussels, Belgium, compliance@sylvamo.com.

ARTICLE 4 - COOKIES

The e-invoicing platform may passively collect data through the use of cookies and other means on the Customer's computer and Internet connection. Sylvamo may also use such cookies to collect information in connection with future visits to the e-invoicing platform.

Sylvamo reserves the right to use other technologies such as Internet tags, web beacons, and navigational data collection tools. Sylvamo may combine data gathered through cookies and other tracking technologies with personal data, although when Sylvamo does so, it treats all such data as personal data for purposes of this privacy policy.

ARTICLE 5 - INTELLECTUAL PROPERTY RIGHTS

The e-invoicing platform is an intellectual work protected by intellectual property laws. The entire Internet platform and each of its components are the exclusive property of Sylvamo.

Sylvamo grants the Customer a free, personal, non-exclusive, non-transferable right to access and use the e-invoicing platform. The Customer is prohibited from performing any reproduction, distribution, modification, downloading, publishing and more generally any use, in whole or in part, of the e-invoicing platform and the component elements, such as the trademarks, logos, graphics and architecture.

ARTICLE 6 - LIABILITY

Sylvamo does not guarantee a continuous access to the EIS. The EIS may be temporarily unavailable, in particular to ensure maintenance. Sylvamo shall not be liable for any damages incurred by the Customer connected with the discontinuance of the EIS. If invoice cannot be sent electronically for any reason, then Sylvamo will inform the Customer and send a paper invoice. Such invoice will be accepted as the original invoice.

Sylvamo shall not be liable for any damages incurred by the Customer resulting from, or in connection with, any failure or defect of (1) the Customer's technical equipment, (2) the services provided by internet or telecommunication services providers, or (3) any other technical failure or defect, or any unauthorised use or misuse by third parties of the Customer's password and user ID. Sylvamo shall not be liable for any indirect or consequential damages incurred by the Customer in connection with the EIS.

ARTICLE 7 - AMENDMENTS AND TERMINATION OF THE GTC

Sylvamo is entitled to amend the GTC at any time. The amendment will enter into force two (2) months after Sylvamo has notified the amended version of the GTC to the Customer.

Sylvamo reserves the right to permanently discontinue the EIS at any time, subject to a two-month (2) prior notice, following which the Customer will receive paper-based invoices.



The Customer is entitled to terminate the use of EIS at any time, following which the Customer will receive the next invoices as paper-based invoices. Where the time period between the date of termination and the issuance of the next invoice is too short, the Customer will however receive one last invoice as E-Invoice.