



ELLEN W. COBB

SR. MANAGER, CSR & PRODUCT STEWARDSHIP

Tuesday, February 9, 2021

International Forest Products Corp
One Patriot Place
Foxboro, MA 02035

Attn: Mr. Kevin Rivas De Paz

Re: FDA Guaranty for Containerboard Products
(Liner, Liner HP; All US Containerboard Mills)

Dear Mr. Rivas De Paz:

IP provides this Guaranty Letter to you solely for the purpose set forth in Section 303 (c)(2) of the Federal Food, Drug and Cosmetic Act (FFDCA). Each shipment or other delivery of International Paper's containerboard products mentioned above for direct food contact use is covered by the following guaranty with limitations for BRITE TOP® liner (a white top linerboard) as described below.

We guarantee that these products are, at the date of shipment or delivery, not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and are not products which may not be introduced into interstate commerce under applicable provisions of the FFDCA. This guaranty includes compliance with 21 CFR 176.170 (components of paper and paperboard in contact with aqueous and fatty foods), 21 CFR 176.180 (components of paper and paperboard in contact with dry foods) and 21 CFR 176.260 (pulp from reclaimed fiber), as applicable. Under 21 CFR 176.170 (components of paper and paperboard in contact with aqueous and fatty foods), BRITE TOP liners are subject to limitations. BRITE TOP liners are approved for use with dry and fatty foods and with produce, fruit, and nuts. Use of BRITE TOP liners with other aqueous foods requires a functional barrier (such as a primary package or a poly liner) between the BRITE TOP liner and the food. BRITE TOP liners are acceptable for use in non-contact applications such as on the outside of a box.

This guaranty specifically covers conditions of use B through G as described in Table 2 of 21 CFR 176.170(c) and is supported by extraction testing of representative containerboard products conducted by a third party laboratory.

By your acceptance of this guaranty, you agree to notify the undersigned in writing of any claim or charge or violation of said Federal Law pertaining to the products we sold to you. In the event of any civil action of libel against you, alleging any adulteration or misbranding of your products which could in any way be caused by your use of the products sold by us, we shall have the right at our option to participate in or assume complete management of such proceeding if consistent with any contractual agreement(s) between IP and your company. If the contractual arrangement(s) are silent on this point, then this letter shall control relative to this issue. This guaranty is not assignable and is a continuing guaranty subject to written revocation. This guaranty revokes and supersedes all prior guaranties and is deemed to be part of each of our orders, acknowledgments and invoices covering your business and is subject to any limitations contained in our standard terms and conditions of sale.

Very truly yours,

A handwritten signature in cursive script that reads "Ellen W. Cobb".

Ellen W. Cobb

c: Erin Overholt

Contact your sales representative for further information.

LEGAL NOTICE: Nothing in this letter provides an implied warranty of fitness for a particular purpose as that term is understood in the Uniform Commercial Code. Nothing in this letter modifies, changes and or replaces contractual language that exists between IP and your company. If there is disagreement between this letter and any contractual language, the latter controls. Laws frequently change and nothing in this letter relieves your company from any independent duty it may have to comply with applicable law. Nothing in this letter applies to product that is altered, in any way, by any third party. Since the particular uses and the actual conditions of use of our products are beyond our control, establishing satisfactory and legally compliant performance of our products for the intended application is the customer's sole responsibility.