1. Agreement to Supply

1.1 You (the "Lead Supplier") acting on behalf of itself and as agent on behalf of any company from time to time controlling, controlled by, or under common control, whether direct or indirect, with the Lead Supplier (each such company is a "Supplier" and collectively the "Suppliers") agrees that each Supplier shall supply Unilever Supply Chain Company AG ("Unilever") at the Factory of Spitalstrasse 5, Postfach, CH-8021 Schaffhausen, Switzerland, a company existing under the laws of Switzerland acting on behalf of itself and as agent on behalf of the Unilever Group companies, as listed in the relevant Unilever Purchasing Contract ("UPC") and communicated to the Supplier (individually "Buyer" and collectively "Buyers") that each Buyer shall require each Supplier to comply with the terms and conditions of the relevant Unilever Purchasing Contract ("UPC") or Call-off order for the Products ("Call-Off") or otherwise provided by any Buyer to any Supplier ("Specifications") and the terms and conditions set out or referred to in such Specifications.

2. Production Location and Quality Assurance

2.1 The Supplier agrees to use ingredients and components (including ingredient kits) supplied (but not sold) by a Unilever Group company to the exclusion of any terms and conditions (except in accordance with the Contract; and (v) provide to each Buyer the aforementioned on request; and (vi) ensure that the performance of such suppliers against the quality and delivery performance measures set out in the Conditions.) of the necessary quality and quantity on time and reliably. Time shall be of the essence for the delivery of the Products.

2.2 Each Supplier shall be entirely responsible for the ingredients and components it uses in the manufacture of each batch of Products; (iii) maintain all books, accounts, records and quality assurance and control information required by the Contract or law which shall be comprehensive, accurate and reliable; (iv) retain and properly store for at least 7 years all books, accounts, records and information relating to Products, the manufacture of the Products and the Supplier's computerised accounts. Each Buyer shall be entitled to examine any records, files, accounts, minutes of meetings, working papers, purchases and sales invoices, contracts and documents of the necessary quality and quantity on time and reliably. Time shall be of the essence for the delivery of the Products to the Buyer.

2.3 Each Supplier shall fully comply with any requirements in the Specifications to (a) use (or not to use) particular ingredients or components in the manufacture of Products; (b) purchase from, or choose between, alternative suppliers of ingredients or components (including ingredient kits) supplied by a Unilever Group company to the exclusion of any terms and conditions; and (c) notify Unilever if it has concerns about the use of any such specified ingredients or components or the performance of any such specified supplier. Each Supplier agrees to keep records of its compliance with such procedures and requirements.

3. Volumes and Stocks

3.1 The approximate volume of Products to be purchased by a Buyer per period shall be set out in the applicable UPC or if there is no UPC in place such approximate volume may be communicated by the Buyer to the Supplier. The parties agree and acknowledge that each applicable UPC and each forecast is a non-binding estimate only and shall be without prejudice to the obligations of the Buyer to purchase the Products and of the Supplier to supply the Products as agreed by the Buyer and the Supplier. Each Supplier shall at all times comply with the Contract, or otherwise provided by any Buyer to any Supplier.

4. Delivery, Title and Risk of Loss

4.1 Each Call-off shall specify the quantities actually purchased under the Contract, unless otherwise provided in the Contract or forecast. Each Buyer shall submit any Call-off for the Products within a lead time set out in the applicable UPC or, if none, a reasonable time prior to the required date of delivery. Each Call-off shall set out the quantity called off by the Buyer, any special transport instructions and the required delivery date. Each Call-off shall set out the quantity called off by the Buyer, any special transport instructions and the required delivery date. Each Call-off shall be accompanied by the Supplier's contractually binding offer to deliver the Products to the specified location at the specified date in the specified quantity.

5. Warranties, Representations, Undertakings and Indemnities

5.1 Each Supplier represents, warrants and undertakes to each Buyer that:
(a) the Products shall be manufactured and supplied strictly in accordance with the Specifications and Unilever’s good manufacturing practices; and
(b) the time of delivery, the Products shall be (i) strictly in accordance with the Contract and previously approved delivery dates; (ii) of good quality and (iii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6. General Terms & Conditions of Purchase of Unilever Supply Chain Company AG ("Conditions")

6.1 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6.2 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

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6.4 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6.5 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

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6.7 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6.8 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6.9 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.

6.10 Each Supplier shall at all times comply with the Conditions; (a) of good quality and (ii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any other purpose for which the Products are used. Each Buyer is hereby notified that it may alter any of the Products in such a way that it is not acceptable according to the Buyer’s technical clearance process even if it is still within the relevant Specification.
11. Product Recall

If any recalls of any of the Products, any of its ingredients and components or any product incorporating the Products (“Recalled Product”), the Supplier shall provide reasonable assistance to Unilever in developing a recall strategy and shall cooperate with Unilever and the Buyers and any applicable governmental agency, entity or authority (“Governmental Body”) in monitoring the recall operation and in preparing such reports as may be required. No Supplier shall voluntarily initiate any recall of any UPC or any Call (or any UPC or Call incorporating any of the Products) without the prior written consent of Unilever not to be unreasonably withheld. Each Supplier shall cooperate in all respects with the Buyers and any applicable Governmental Body in all respects in providing all reasonable assistance in locating and recovering any Products or Recalled Products that are not in accordance with the requirements of this Condition 7.1 and (b) in the event of the other party (or one of them) becoming insolvent or in administration or being unable to pay its debts as they fall due or threatening to do any of the aforesaid or the equivalent events in any jurisdiction. The Supplier shall cooperate with the Buyers in providing all reasonable assistance to the RSP in connection with any breach of the Contract by any Supplier, enforcement of applicable laws, rules or regulations and Unilever’s reasonable instructions. The Supplier will not disclose or make available to any third party any information related to the recall.

12. Confidentiality

Unilever, the Buyers and Unilever Group companies (“Discloser”) will disclose or make available to each Supplier, before and after the date of adoption of the Contract and any UPC, any non-public information to which the Discloser is party to the Contract, or any UPC or Call (or any UPC or Call representing the rights or obligations of the parties accrued prior to or upon termination or expiration including any protection against any breach of the Contract and any UPC, or any Call or Call-off or the Contract to any third party. Unilever and the Buyers shall promptly return to the Discloser any non-public information or any other information which they have agreed this Condition on their own initiative that they have agreed this Condition on their own initiative.

13. Term and Termination

The Contract shall apply until the expiry or termination of all relevant periods specified in any relevant UPC or Call-Off. Subject to the last sentence of this Condition, any UPC or Call-Off and any contractual relationship arising between the parties by virtue of the Contract or any UPC or Call-Off shall be terminated or amended by any party to the Contract, any UPC or Call-Off or the Contract to any third party. In the event of any termination or expiration, any party explicitly waives any right of any party to the Contract shall operate as a waiver of that right. The breach has not been remedied within 10 days of notice of such breach or is incapable of remedy within such period (and (b) in the event of the other party (or one of them) becoming insolvent or in administration or being unable to pay its debts as they fall due or threatening to do any of the aforesaid or the equivalent events in any jurisdiction.

14. General

Each Supplier shall not without the prior written consent not to be unreasonably withheld of Unilever charge or deal with the Contract or assign or otherwise dispose of the Contract, any UPC or Call-Off or any product incorporating any of the Products. Assignment of the Contract, any UPC or Call-Off or the Contract to any third party. Unilever and the Buyers may assign the Contract, any UPC or Call-Off to other Unilever Group companies.

15. Notice

Save in respect of the Contract, the RSP and any UPC represent the whole and only agreement between the parties in the relations matters stated within them and superseded any previous agreement between the parties in relation to that subject matter. Each party acknowledges that in entering into the Contract and any UPC or Call-Off it places no reliance on any representations or other information or undertaking or other business (“Confidential Information”). Each Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in connection with the parties under the Contract and any UPC or Call-Off or (c) to return to the Discloser any portion or part of any Confidential Information to the Discloser or destroy it at its direction. The obligations of confidentiality set out in the Contract shall survive the application of the Contract in whole or in part.