General Terms and Conditions for the Purchase of Products and Services

Version 1, October 2014

1. Supply of Products and/or Services

1.1. The Supplier shall supply to the Buyer, the products ("Products") and/or services ("Services") as set forth in the Agreement and the skill, care and foresight of a diligent supplier of such Products/Services.

1.2. The Supplier shall maintain all rights to reject any Product or Service which it determines or any matter which may result in the recall of a Product or Service from the Products/Services (whether such risk arises as a result of non-conforming Products or otherwise).

1.3. Any Products/Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-comforming or late Product/Service or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:

(a) provide reasonable assistance to the Buyer in developing and implementing a strategy;

(b) where practicable and as soon as possible, provide the Buyer with an advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.

1.4. Upon expiry or termination of the Agreement (a) the Buyer shall return all Products and Services to the Supplier in good condition and undamaged; (b) all expenses relating to the return of Products and Services shall be borne by the Buyer; (c) the Buyer shall not be entitled to any salvage or indemnity in respect of the returned Products or Services.

2. Ordering

2.1. The Supplier shall be deemed to have accepted a PO if it is written notice within 3 days of receipt of the PO which does not conform to any relevant CTC. The Buyer may cancel a rejected PO in whole or in part.

2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at www.unileversuppliers.com shall also apply.

2.3. Where any correspondence (including emails and CTCs) specifies a volume of Products/Services to be purchased by the Buyer, such volumes shall not be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly otherwise indicated in such correspondence.

2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are deemed to be included within the scope of the Agreement.

3. Price and Payment

3.1. The price for the Products/Services shall be as set out in the Agreement ("Price") which includes all shipment preparation and packing and VAT tax or equivalent unless set out in a breakdown of the Price and agreed in writing.

3.2. Invoices shall comply with the invoicing requirements on www.unileversuppliers.com.

3.3. Payment terms are 90 days from receipt of invoice or receipt of Products/Services if later, except as specified otherwise in the PO or CTC or if restricted under mandatory Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which payment is not a day on which banks are open for general business in the country

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The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any other purpose than the purpose of performing its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent that such disclosure is necessary in order to perform the purpose of the Agreement. The undertaking shall not apply to the extent Confidential Information is otherwise publicly disclosed without the fault of the Supplier or the Supplier is required to disclose it by law. Any breach of the Supplier’s obligations under this clause by its officers, employees or agents shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.

8. Intellectual Property Rights

8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of the Agreement ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier’s performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the Background IP, including any improvements, modifications or extensions of Background IP ("Background IP Modifications"). The Buyer shall remain the owner of all third party-repurchased Background IP Modifications, to the extent that the Supplier shall have assigned or otherwise transferred its Background IP ("Third Party"). No Supplier shall sell, market or license Background IP Modifications to third parties.

8.2. Each party shall remain the owner of all IP created or published by it ("Created IP"). Each Created IP shall be owned by the party creating it and shall at all times remain the party’s separate and exclusive Intellectual Property Rights ("IPR"). The Supplier shall assign and assign all third parties to the party creating Created IP.

9. Records, Business Continuity, Data Protection and Information Security

9.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times

Confidential Information.

which the Buyer is located ("Working Day"), then the day payment shall be the first Working Day after the day nominated or which payment shall be due.

5. Warranties, Representations, Undertakings and Indemnities

The Supplier represents, warrants and undertaking to the Buyer that:

1. the Products/Services shall not infringe the IP of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable and, shall indemnify and hold harmless all USGs from and against losses incurred in connection with such claim;

5.3. the Products/Services shall fully comply with all relevant laws, including but not limited to: governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and the Supplier shall provide all relevant information reasonably required by Buyer in order for Buyer to utilise the Products/Services in compliance with Applicable Laws.

5.4. Unilever’s Supplier Qualification System ("USQS") and Unilever’s Responsible Sourcing Policy ("RSP")

6.1. Where required by Buyer, Supplier shall register, maintain and complete USQS and comply with the RSP and shall in all respects: (a) comply at all times with the Mandatory Requirements and/or the RSP and shall in all respects; (b) complete risk assessments and audits as necessary to verify its compliance with the Mandatory Requirements and/or the RSP.

6.2. The Supplier acknowledges that Unilever may appoint a 3rd party audit agency to host, manage and/or support USQS ("Confidential Information including data processing.

All costs to the Supplier associated with USQS and RSP, including registering, achieving compliance and audits shall be the sole responsibility of the Supplier.

6.3. The Supplier acknowledges that it has read and understood the RSP and agrees to (a) comply at all times with the Mandatory Requirements and/or the RSP and (b) complete risk assessments and audits as necessary to verify its compliance and (c) take any action reasonably required to rectify non-compliance within the timeframe stipulated by the Buyer.

6.4. The Buyer may amend the Mandatory Requirements and/or the RSP and shall inform the Supplier of such amendments within a reasonable period of time.

6.5. The RSP can be accessed at: www.unilever.com/responsible-sourcing-policy

7. Confidentiality

7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement are also
10. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoice and undelivered item is unpaid. If Supplier hereby surrenders such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

10.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 6.7, 7.9, 8.1, 10.4, 11.12, Annex A 2 or any express or implied terms intended to survive expiry or termination.

11. Miscellaneous

11.1. References to “Unilever” or “Unilever group” mean Unilever PLC and its group and any company from time to time in which either both or directly or indirectly the appointment of a majority of the board.

11.2. The Buyer may assign the Agreement in part or all to another party in the event of an acquisition of Buyer’s business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or sub-contract any duties or obligations under the Agreement.

11.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.

11.4. No delay or failure to exercise by any party of any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amending or waiving of the terms of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing and signed by all the parties.

11.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier an employee of or a partner or an agent (of or in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

11.6. The Supplier is and remains responsible for being unable to, in relation to the Buyer, and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any UGC as a result of the Agreement.

11.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any country or claim arising out of or relating to Supplier’s purchases of any item that was, or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

11.8. No one other than a party to the Agreement or theirsuccessor in title, permitted assigns and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.

11.9. If as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) “Force Majeure Event”, then the party suffering such
disability shall be excused from such performance for as long as and to the extent that such incapacity continues, provided it results from a Force Majeure Event. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event in the best possible way. Failure of non-essential equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour disputes of any Supplier’s representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

11.10. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid and enforceable provision in order to achieve to the greatest extent possible the same economic and legal effect of the provision(s) as a whole.

12. Laws and Jurisdiction

12.1. Unless otherwise specified in a CTC, the Agreement is governed by and construed in accordance with the laws of the following countries and their courts shall have exclusive jurisdiction to settle any dispute which arises under or in connection with the Agreement. Where the Buyer is Unilever Supply Chain Company AG, Unilever Business and Marketing Support AG or Unilever Americas Supply Chain Company AG, the applicable law and jurisdiction is English. Where the Buyer is Unilever Asia Private Limited, the applicable law and jurisdiction is Singapore. In all other cases the applicable law and jurisdiction is that of the country where Buyer is registered. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

13. No Supplier shall without the Buyer’s prior incorporation

(a) written consent (a) change the ingredients or components (including foodstock and raw materials) used to produce the Products, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Products in such a way that is not acceptable to the Buyer’s technical clearance process, even if the Products are still within the Specifications. (c) 41 CFR 60

3. The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyer relies on the Supplier’s quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be the Supplier’s cost and responsibility.

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4. If the Buyer appoints a Third Party to manufacture or process finished products for purchase by a UGC, then Buyer may require a Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement. The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyer relies on the Supplier’s quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be the Supplier’s cost and responsibility.

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6. Unless otherwise agreed Supplier shall ensure that: (i) the Products are prepared for shipment so as to prevent damage, contamination or deterioration to the Products; (ii) packaging shall not be assembled using either rivets, steel staples or wire; (iii) palletised deliveries shall be stacked neatly with no overhang; (iv) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (v) the Products shall be transported in clean, hygienic, physically sound conditions.

Annex B - Country specific provisions

Annex A - Specific provisions for the supply of Products

1. The Supplier shall: (a) only supply Products from a location approved by the Buyer; (b) at its expense, ensure full traceability of Products, ingredients and components; (c) keep and provide to Buyer on request a reasonable number of samples of the Products, ingredients and components. This clause shall survive expiry of the Agreement.

2. These clauses apply to the extent the Supplier supplies Products.