



## E-Commerce Terms and Conditions

### 1. Call Off

Each Buyer may electronically transmit to each Supplier data in substitution for paper-based documents in order to effect call-offs via PO as defined in the Unilever Purchasing Agreement ("UPA") or if none the General Terms and Conditions for Purchase of Goods and Services at <http://e4us.unilever.com> and/or [www.unileversuppliers.com](http://www.unileversuppliers.com) ("GTCs").

### 2. Transmissions

Upon electronic transmission of the PO, the PO shall be deemed accepted by the Supplier, unless:

- (i) the Supplier rejects the PO by giving notice in accordance with the terms and conditions of the UPA or if none the GTCs;
- (ii) the Supplier ought to have understood, on the basis of reasonableness and fairness and generally accepted practice, that the PO, or part thereof, obviously contains a mistake or error, in which case the Supplier shall promptly notify the relevant Buyer;
- (iii) the PO is received in an unintelligible or garbled form by the Supplier, in which case the Supplier shall promptly notify the relevant Buyer (if identifiable from the received PO). In the absence of such a notice, the Buyer's records of the contents of such PO shall control.

### 3. Hosting and Security

- 3.1 Each party, at its own expense, shall provide equipment, software and services and testing necessary to effectively and reliably electronically transmit and receive documents.
- 3.2 Each party shall properly use security procedures which are reasonably sufficient to ensure that all electronic transmissions of POs are authorized and to protect its business records and data from improper access.

### 4. General

- 4.1 The terms and conditions of the UPA or if none the GTCs shall apply to the PO.
- 4.2 Any PO properly transmitted pursuant to the terms hereof shall be considered to be a "writing" or "in writing" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 4.3 The parties agree not to contest the validity or enforceability of any PO electronically transmitted under the provisions of any applicable law relating to whether such document or agreement needs to be in writing and signed by the relevant party(s).