

1. Scope

1.1 These terms and conditions form a part of the agreement (the “**Agreement**”) between the supplying Unilever Group company (“**Supplier**” or “**Unilever**”) and you (“**Company**”) for the supply and purchase of Products as set out herein.

1.2 Applicable Trade Terms, Supplier Products list, and POs shall form part of this Agreement.

1.3 A Trade Term is any document entitled “Trade Term” or “PO” or “DO” or “Purchase Order” dealing with amongst other things the Supplier’s Products list (as defined below) and the Price (as defined below) (“**Trade Term**”).

1.4 This Agreement applies to the exclusion of any other terms that the Company seeks to impose or incorporate under a purchase order, offer to buy, confirmation or otherwise, or which are implied by trade, custom, practice or course of dealing.

1.5 In the event of any conflict between these terms and conditions, the Supplier’s Product list, any relevant Trade Term and POs, the Trade Term shall have priority, followed by these terms and conditions, then the Supplier’s Product list and then the PO.

2. Supply of Products

2.1 The Supplier agrees to supply and the Company agrees to purchase products referred to in the relevant Trade Term (“**Products**”) as set out in or referred to in the relevant Trade Term or the Supplier’s Products list for the price referred to in the relevant Trade Term (“**Price**”), ordered by the Company in accordance with this Agreement.

2.2 If the Trade Term contains a fixed or minimum volume of Products, then you shall pay us the full Price for the same whether or not ordered by you under POs or otherwise.

3. Ordering

3.1 The Company shall submit a purchase order for the Products (“**PO**”) within any lead time set out in the applicable Trade Term and if there is no lead time in a Trade Term, within a reasonable time prior to the required date of delivery.

3.2 Each PO will be binding on the Supplier only once it has been confirmed in writing by the Supplier or upon actual performance thereof.

3.3 Each PO shall set out the quantity of Products ordered, the required delivery date, relevant delivery details (including applicable INCOTERM) and full particulars of any import documentation required to be provided by the Supplier. The Supplier may require a reasonable minimum PO size.

3.4 The Supplier will notify the Company as soon as possible, if the Products ordered are not available or if it is not able to meet the required delivery date under a PO. Supplier may refuse any PO for delivery to (directly or indirectly) a Sanctioned Country.

3.5 The Company is not entitled to cancel or reduce its volume requirement under an issued PO (in whole or in part) once it has been accepted by the Supplier. If the PO contains a fixed or minimum volume of Products, then you shall pay us the full Price for the same whether or not you take delivery of the Product.

4. Delivery, Title and Risk of Loss

4.1 The Supplier shall deliver the Products in accordance with the PO as accepted by the Supplier and relevant Trade Term.

4.2 The risk of loss and damage to the Products shall pass to the Company on delivery in accordance with the agreed INCOTERM. If no delivery term has been agreed in the Trade Term or the

PO, then parties agree that delivery will be Ex Works from the location of the Products. The interpretation of the delivery terms shall be in accordance with the then current edition of INCOTERMS at the time the PO is issued.

4.3 Legal title to the Products shall not pass to the Company until the payment obligations of the Company in relation to the Products have been met in full.

4.4 Provided that the Company duly notifies any third party buying the Products from the Company about the Supplier’s retention of title, the Company shall have the right to resell or process the Products as part of the normal conduct of its business, unless or until the Supplier has given written notice to the contrary. Until legal title passes to the Company, the Company shall not (except as permitted under this clause 4.4) part with possession of the Products, and shall keep the Products free from any charge, lien or encumbrance and shall store the Products so that they are clearly shown to be and identifiable as the property of the Supplier.

4.5 The Company shall inspect the Products immediately following delivery for quantity variances and defects. The Company shall notify the Supplier of any defects within 24 hours where apparent upon reasonable inspection or, in the event of hidden defects, within 24 hours after discovery. Products delivered shall otherwise be deemed to conform to the PO and to be accepted unconditionally by the Company.

4.6 If the Company appoints a third party, including co-manufacturers, copackers and repackers, to manufacture or process finished products for the Company using the Products (“**Third Party**”), then the Company may request in a PO and the Supplier may in its sole discretion agree to deliver the Products to that Third Party (a “**Directed Sale**”).

4.7 The Company shall remain liable in full for payment of the PO for any Directed Sale, shall make the Third Party aware of its obligations under this Agreement and shall procure that the Third Party does not through any act or omission put the Company in breach of such obligations. The Company shall be liable for all acts and omissions of the Third Party as if they were its own acts and omissions. If the Company wishes to direct the Third Party to submit POs directly with Supplier, then Supplier and the Third Party will seek to negotiate and agree commercial terms to govern such supplies of products (including appropriate product prices) by executing a separate agreement between the Supplier and the Third Party, and no supply shall occur to the Third Party until such separate agreement is executed by both Supplier and Third Party.

4.8 Supplier’s sole liabilities and obligations under a Directed Sale shall be to the Company, and not to the Third Party, and Company shall on first demand protect and hold harmless the Supplier against any claims by a Third Party.

4.9 If any Products are not delivered by the Supplier, in full or in part, on the required delivery date, then Supplier will deliver the Products as soon as reasonably practicable thereafter and any late delivery discounts set out in the relevant Trade Term will apply as an exclusive remedy for the late delivery. The Supplier shall be only liable for any failure or delay in delivering an order to the extent that such failure or delay is caused solely by the Company and is not excused under these terms and conditions by Force Majeure Event. If, following late delivery of Products, the parties acting reasonably are unable to agree a new delivery date for the Products, then the Company may terminate the PO in whole or in part.

4.10 If the Company fails to take delivery of an order on the scheduled delivery date (whether the original delivery date or a new delivery date agreed between the parties under clause 4.9 above) then, except where such failure or delay is caused by the Supplier’s failure to comply with its obligations under this Agreement delivery of the order shall be deemed to have been completed at 9.00 am on the scheduled delivery date and the Supplier may in its sole discretion

elect to store the Products until delivery takes place or sell the Products to a third party. If the Supplier chooses to store the Products, then the Supplier may charge the Company for all related costs and expenses of storage and transportation, including insurance.

4.11 The Company is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Products as are required from time to time and shall make those licences and consents available to the Supplier prior to the relevant shipment.

4.12 Partial Deliveries. In the event of any partial deliveries by Unilever:

- Unilever has the right to invoice for those deliveries where the Products are accepted by the Company; and
- the other rights, obligations and remedies under this Agreement (including Unilever’s right to charge interest on late invoice payments) also still apply to those partial deliveries.

5. Rejected Products

5.1 The Company shall be entitled to reject delivery of the Products which are damaged, obsolete or inconsistent with the agreed PO (“**Rejected Products**”), failing which the Products shall be deemed to be accepted unconditionally by the Company and the Company shall forfeit its rights to make a claim against the Supplier or to reject the Products. Any right to reject the Products or to make a claim against the Supplier shall lapse if the Company accepts delivery of the Products.

5.2 The Supplier’s liability in respect of Rejected Products shall be limited to, at the option of the Supplier, (i) replacement of the relevant Products within a reasonable time or, (ii) reimbursement of the price paid by the Company to the Supplier for the relevant Products. Return shipments by the Company to the Supplier are only permitted if the Supplier has given its prior written consent.

6. Price and Payment

6.1 The Price is exclusive of any applicable sales tax, value added tax or any equivalent tax (“**VAT**”), which VAT shall be invoiced and paid in addition to the Price. If the Company is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, then the Company shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with the sum it would have received if no such withholdings or deductions had been made.

6.2 The Company shall pay invoices within 30 days of receipt of an invoice from the Supplier in full and cleared funds to the bank account nominated by the Supplier.

6.3 If the Company fails to make a payment due under this Agreement by the due date then, without limiting any other rights or remedies of the Supplier, the Supplier shall have the right to suspend further deliveries of Products until payment has been made and the Company shall pay interest on the overdue amount at the rate of LIBOR + 6% per annum from the due date until actual payment of the overdue amount, whether before or after judgment.

6.4 The Company shall make all payments due under this Agreement without any deduction by way of set-off or counterclaim. No disputes between the Company and Supplier about quality or any other claims submitted by the Company shall give the Company the right to suspend payment or to set off any amount against any unpaid invoices of the Supplier.

7. Warranties, Representations, Undertakings

7.1 Each Party represents, warrants and undertakes to the other that:

- It has full power and authority to enter into and comply with its obligations under this Agreement and neither entering into this Agreement nor the performance of its obligations under it will breach any other contract or legal restriction binding upon it;
- it has and shall at all times maintain all licences, permissions, approvals, authorisations, consents and permits necessary for the performance of its obligations under this Agreement;
- it shall perform its obligations under this Agreement strictly in accordance with all applicable laws and regulations; and
- the performance of its obligations under this Agreement shall not infringe the intellectual property rights of any third party.
- the Supplier represents, warrants and undertakes to the Company that it shall have full legal, beneficial and unencumbered title to the Products at the time of delivery to the Company.

7.2 The Company represents, warrants and undertakes to the Supplier that:

- Products are being purchased solely for the purpose of general trade in a manner approved by Unilever;
- its use, sale, supply and delivery of the Products and products incorporating the Products shall not infringe any patent or other intellectual property rights of the Supplier;
- the Supplier will inform Company prior to issuing a PO if an order of Products has a final destination in a country (each a “**Sanctioned Country**”) which is the subject of European Union, United States of America or other sanctions or export controls or penalties;
- it shall at all times keep the Products in a good and readily saleable condition and handle the Products with the required care and not commit or perform any act or omission which may affect the quality or safety of the Products; and
- it shall not use the Products in any way that may detrimentally affect the reputation of the Supplier or any of the Supplier’s brands.

7.3 All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in this Agreement are excluded from this Agreement to the fullest extent permitted by law.

7.4 The Company shall indemnify and hold the Supplier harmless for any breach by it of clause 7.

8. Intellectual Property Rights

8.1 Nothing in this Agreement shall in any way transfer to the Company, and the Company shall have no rights in or to use, any intellectual property rights owned or used by any Unilever Group Company (“**Unilever IP**”). In this Agreement, “**Unilever Group Company**” shall mean Unilever NV, Unilever PLC and any company or partnership in which either or both together directly or indirectly owns or controls the voting rights attaching to not less than 50% of the issued share capital, or controls directly or indirectly the appointment of a majority of the board of management, and references to a member of the Unilever Group or a Unilever Group company or UGC will be construed accordingly.

8.2 The Company shall not do or omit to do anything which may damage or endanger any Unilever IP and shall procure that its Affiliates do not do or omit to do the same. In this Agreement, “**Affiliates**” means, in the case of the Company, any corporation controlling, controlled by or under common control, whether direct or indirect, with the Company.

8.3 The Company shall promptly and fully notify the Supplier of any breach of this clause 8 or any actual, threatened or suspected infringement of any of the Unilever IP which comes to its notice, and shall at the request and expense of the



Supplier do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any such infringement or claim.

8.4 Company shall only purchase Unilever products from Unilever and shall not purchase, sell, distribute, store or transport any other Unilever Products, which are not distributed or manufactured by Unilever unless the prior written consent of Unilever is obtained. Company shall not participate in any activity, either by itself or through any other third party or person, which shall result in or encourage parallel imports of Unilever products in any way whatsoever.

8.5 Company shall not sell, offer for sale, handle, manufacture, produce and/or distribute, directly or indirectly, export or import goods that infringe the intellectual property rights of Unilever, counterfeits or fakes or look-alike Products or other products which bear any mark or design which is similar or confusingly similar with the Unilever products. Company shall notify Unilever forthwith if it becomes aware of the existence, location, import, export, manufacture or distribution of goods that infringe the intellectual property rights of Unilever, counterfeits or fakes or look-alike Products.

8.6 The Company shall not:

- (a) use any of the Unilever IP in any way, which might prejudice their distinctiveness or validity or the goodwill of any UGC or cause confusion or deception;
- (b) use any of the Unilever IP or marks confusingly similar thereto in connection with any products other than the Products, and shall not refer to the Unilever IP or an UGC in any way in its literature or any labels without the Supplier's prior written consent; or
- (c) manufacture, produce, pack or sell during the term of this Agreement and after products similar to the Products or which are likely to cause confusion or deception.

9. Confidentiality

9.1 The Supplier may disclose or make available to the Company confidential information in any form relating to its business or that of any Unilever Group Company, including information about or relating to products, specifications, business ideas, innovations processes, strategies and marketing, or the terms or conditions of or the fact that it has entered into this Agreement (the "**Confidential Information**"). The Company undertakes to keep all Confidential Information strictly confidential, not to use any Confidential Information for any purpose other than the exercise of its rights or obligations under this Agreement, and not to disclose any Confidential Information to any person other than to those of its directors, officers, employees and advisors ("**Representatives**") as is necessary for the exercise of its rights and obligations under this Agreement. The Company shall require its Representatives to comply with its obligations under this clause 9 and shall be liable for its Representatives' compliance with this clause 9. The obligations in this clause 9 shall not apply to Confidential Information which is in or comes into the public domain through no fault of the Receiving Party, is in or comes into the possession of the Receiving Party without breach of this Agreement, or the Receiving Party is required to disclose it by law or any competent regulatory authority.

9.2 All Confidential Information shall be returned to the Supplier or destroyed at the Supplier's request. The obligations of confidentiality set out in this clause 9 shall endure for five (5) years following disclosure under this clause 9, notwithstanding any termination of this Agreement.

10. Force Majeure

10.1 If a Force Majeure Event affects a Party, then that Party will not be liable for any non-compliance with this Agreement if and to the extent that it is directly caused by the Force Majeure Event. Such relief from liability is conditional on the affected Party providing prompt notice of commencement of the Force Majeure Event to the other Party, indicating the root cause and expected duration of the impact thereof. Updates as to impact and root cause shall be provided as reasonably requested by the other Party. For the purposes of this clause a "**Force Majeure Event**" means riot, war, rebellion, fire, flood, explosion, epidemic, act of God, terrorism, accidental or malicious damage (but excluding any change of law or prohibition, restriction or act of governmental authorities) or any other events similarly beyond the control of the parties hereto which prevents the affected Party from performing one or more obligations under this Agreement.

10.2 Following a Force Majeure Event impacting on the Supplier, the Supplier shall use all reasonable efforts to investigate and eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances of the Force Majeure Event. If Supplier has the ability to make partial deliveries of products to any customers, then it shall act in good faith and supply to the Company a fair and reasonable allocation of available supply of Products, to make Products prior to the Force Majeure Event, as decided upon by the Supplier. Supplier shall do so in accordance with the other terms and conditions of this Agreement not impacted on by the Force Majeure Event.

10.3 Following a Force Majeure Event impacting the Supplier and preventing supply of Products, Company shall be entitled to contract with and receive services and products from other sources. Company shall nevertheless make payment for deliveries of Products that the Supplier is able to make. The parties shall discuss in good faith and agree, such agreement not to be unreasonably withheld or delayed, refunds of any pre-payments, and postponement of fixed purchase commitments and take or pay obligations, on an equitable basis, allocable to the performance suspended by the Supplier during the continuation of the impact of the Force Majeure Event.

11. Limitation of liability

11.1 The Supplier's total liability in contract, tort (including negligence), misrepresentation or otherwise under or in relation to this Agreement shall be limited in the aggregate for each PO to an amount equal to the Price payable by Company for the Products under the applicable PO.

11.2 The Supplier shall not be liable to the Company for any indirect, special, indirect or consequential loss, economic loss, increased cost of working or damage resulting from late delivery or wasted expenditure, liability for loss or damage of any nature whatsoever suffered by third parties including any loss of use, loss of production, loss from business interruption, loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if the Supplier is advised in advance of the possibility of any such losses or damages.

11.3 Nothing in this Agreement shall exclude, restrict or limit the Supplier's liability for: death or personal injury caused by its fraud, or losses or damages following breach by the Supplier that cannot under the governing law be excluded.

11.4 The Company accepts that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

12. Product Recall

12.1 If there is a recall of any of the Products, the Company shall provide reasonable assistance to the Supplier in developing a recall strategy and shall work with the Supplier and any applicable governmental agency, entity or authority (a "**Governmental Body**") in monitoring the recall operation and in preparing such reports as may be required.

12.2 The Company shall not voluntarily initiate any recall of Products that have been supplied to the Company without the prior written consent of the Supplier.

12.3 The Company shall, at the request of the Supplier, give the Supplier all reasonable assistance in locating and recovering any Products, or products incorporating the Products, that are not in accordance with the requirements of this Agreement and have been supplied by the Supplier to the Company. The Company shall immediately notify and provide copies to the Supplier of any communications, whether relating to recalls or otherwise, with any Governmental Body. The Company will not disclose or make available to any third party any information related to the product recall.

13. Term and Termination

13.1 Without limiting its other rights and remedies, the Supplier may terminate this Agreement immediately by giving written notice to the Company if:

- (a) the Company fails to make a payment due under this Agreement by the due date for such payment or otherwise materially breaches this Agreement; (b) becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent in any jurisdiction;
- (c) there is any change in ownership or control of the Company (excluding internal reorganisations), control for the purposes of this clause 13.1(c) meaning ownership of the voting rights attached to not less than 50% of the issued share capital of that Party or the ability to appoint a majority of the board of management; or
- (d) a Force Majeure Event affecting the Company or Supplier continues and prevents supply of Products for more than 60 days.

13.2 On termination of the Agreement for any reason the Company shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

13.3 Termination of this Agreement for any reason shall not affect any rights or obligations that have accrued before termination including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination.

14. General

14.1 The Company shall indemnify the Supplier against all claims by any person other than the Company relating to the Products delivered to the Company (whether or not incorporated into other products) or otherwise in connection with this Agreement, including without limitation following breaches of clauses 4.11.

14.2 This Agreement along with all Trade Terms and POs constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.3 No person or entity who is not party to this Agreement shall have any right to enforce or rely upon any term of this Agreement.

14.4 No delay in exercising or non-exercise by any Party of any of its rights, powers or remedies under or in connection with this Agreement (or any part) shall operate as a waiver of that right, power or remedy.

14.5 No variation of this Agreement shall be effective unless it is made in writing, refers specifically to this Agreement and is signed by both of the parties.

14.6 Each of the provisions of the Agreement is severable. If any such provision or any part of such provision is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of the Agreement or the remaining parts of that provision shall not in any way be affected.

14.7 In this Agreement, words shall not be given a restrictive interpretation if they are preceded or followed by words indicating a particular class of acts, matters or things, the expression "including" or "shall include" means "including without limitation" (with related words being construed accordingly), any references to singular include plural (and vice versa) and a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under any of the same from time to time.

15. Notices

15.1 All notices to be given under the Agreement shall be in writing and in the English language and may be delivered by hand or sent by pre-paid post (by airmail post if to an address outside the country of posting) or fax to the relevant Party at its registered address. Any notice or document shall be deemed served: (a) if delivered by hand, at the time of delivery unless delivered after 5.00 pm in which case the next business day; (b) if posted, two business days after posting (five Working Days if sent by airmail post); and if sent by fax, at the time of transmission printed on the transmission confirmation sheet provided that an error free transmission report has been received by the sender and if the time of transmission is after 5.00 pm on a business day or at any time on a day that is not a business day the notice shall be deemed to have been received at 9.00 am on the next business day. For the purposes of this Agreement, "**business day**" means a day other than a Saturday, Sunday or public holiday in the Supplier's country of incorporation when banks are open for business.

16. Language

16.1 If the Company is based in a country where the official language is not English, the parties may agree to append a translation to this Agreement in the local language. In the event of any conflict between the English, the local language version of this Agreement, the parties agree that to the extent permitted by the prevailing laws and regulations, the English language version shall always prevail.

17. Laws and Jurisdiction

17.1 Unless specified otherwise in a Trade Term, each Party agrees that this Agreement (and each part of it) shall be governed by and construed in accordance with the laws of the Supplier's country of incorporation.

17.2 In the event of a dispute arising out of or in connection with this Agreement, then the dispute shall be referred to and finally resolved by the courts of the Supplier's country of incorporation.

17.3 Any claim or legal suit under or in relation to this Agreement must be brought by the Company within 90 days of the default or cause, and otherwise shall be deemed irrevocably waived and null.

17.4 The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (INCOTERMS) set out in any PO shall apply but where they conflict with this Agreement, this Agreement shall prevail.

17.5 The 1980 Vienna Convention on the International Sale of Goods shall not apply to this Agreement.

