The “Agreement” between you (“Supplier”) and the ordering Unilever group company (“Buyer”) (collectively “parties”) comprises: these terms ("Terms") or Unilever Purchasing Agreement or other Unilever contract, and any and all relevant purchase orders requesting or specifying a supply of services or products (“PO”); and supporting terms such as Commercial Terms Contracts (“CTC”). CTCs may include: central CTCs agreed between a Unilever group company and a Supplier; such volumes shall be non-binding estimates only; CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts (“UPC”). It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force or effect unless expressly agreed by both parties. If there is any conflict between the terms of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.

1. Supply of Products and/or Services

1.1. The Supplier shall supply to the Buyer, the products (“Products”) and/or services (“Services”) (together “Products/ Services”) in accordance with the Agreement and with the skill, care, prudence and foresight of a diligent supplier of such Products/Services.

1.2. Any items, services, functions or responsibilities not specifically described in the Agreement shall be non-transferable to any third party. Such transfer would be limited to third party acting as a third party on behalf of the Supplier.

1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise) and all reasonable recommendations and requirements of the Buyer provided from time to time. The Supplier shall at all times comply with Buyer’s quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/Services.

1.4. Notice or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance to a new supplier in respect of the Products/Services as the Buyer may require to minimise any disruption and ensure continued supply by the Buyer’s business and (b) the Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer’s chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by the Buyer. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Agreement.

2. Ordering

2.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO 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 be non-binding estimates only, to be at the Buyer’s discretion, and the Buyer shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.

2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are for non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Agreement.

3. Delays, Non-Compliance or Non-Representation

3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates: (a) it will be unable to supply any Products/Services at the agreed time; (b) the Products/Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to consumers arising from the Products/Services (whether such risk arises as a result of non-conforming Products or otherwise).

3.2. If any Products/ Services do not comply with the Agreement, or are not provided in full without delay on any PO, the Buyer may reject and/or require the Supplier to re-supply or terminate the Agreement, without prejudice to any c action or claim for compensation or any other pre- existing liabilities, no member of the Supplier Group shall be entitled to claim compensation or any other remuneration, regardless of any agreements or arrangements entered into in the past or in the future.

3.3. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs and against all losses incurred or suffered as a result of rejection of a PO and/or return of any Products/Services purchased hereunder to the extent that such rejection arises as a result of the Products/Services, except to the extent that such step arises due to the requirement of supply of the specific Product.

3.4. Any items, services, functions or responsibilities not specifically described in the Agreement shall be non-transferable to any third party. Such transfer would be limited to third party acting as a third party on behalf of the Supplier.

3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of recall of a product incorporating the Products to the extent that such recall arises as a result of the Products/Services, except to the extent that such step arises due to the requirement of supply of the specific Product.

4. Price and Payment

4.1. The price for the Products/Services shall be as set out in the Agreement (“Price”) which Price: (a) is exclusive of all taxes, levies, duties, and government surcharges and the PO; (b) shall not include any terms of the 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 the Buyer is located (“Working Day”), then the day for payment shall be the first Working Day after the day nominated or determined.

5. Warranties, Representations, Undertakings and Indemnities

5.1. The Supplier represents, warrants and undertakes to the Buyer that:

5.1.1. It possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property (“IP”) rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

5.1.2. All terms of provision, the Products/Services shall, where applicable, be (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer (“Specifications”), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, caveats or other encumbrances.

5.2. The Supplier shall maintain with the Buyer an insurance policy in the name of the Buyer under this Agreement or otherwise; it to be maintained with the Buyer under this Agreement or otherwise;

5.3. The Products/Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event the Buyer suffers any such infringement, the Supplier shall, at its own cost, (a) immediately notify the Buyer, (b) settle such claim on behalf of the Buyer, (c) defend the Buyer’s rights and interests, and (d) indemnify and hold harmless the Buyer from any and all losses incurred in connection with such claim.

5.4. It shall and the applicable Products/Services supplied shall comply with all relevant laws, including but not limited to environmental, regulatory and mandatory requirements (“Applicable Laws”) 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 necessary information to the Buyer in order for the Buyer to utilise the Products/Services in compliance with Applicable Laws.

6. Responsible Sourcing Policy and Anti-Bribery Compliance

6.1. Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the “RSP”) and agrees to comply with the terms therein. Supplier shall:

(a) that all entities of the Supplier group will comply with the Mandatory Requirements set out in the RSP (the “Mandatory Requirements”); and
(b) to take at its own risk any representation or warranty required by Unilever to:

(i) verify compliance by all entities of the Supplier group with the Mandatory Requirements;

(ii) rectify any non-compliance by an entity of the Supplier group within the timeframe stated by Unilever.

6.2. Consistent with its undertakings under (6.1) above, Supplier undertakes that:

(a) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, promised or given any undue payment, or of, or accepted any undue money or other advantage of any kind in any way connected with the Supplier’s relationship with Unilever under this Agreement or otherwise;

(b) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or service; and
(c) Supplier will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or service.

6.3. The Supplier represents, warrants and undertakes to Unilever that:

(a) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly;

(b) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.

6.4. Supplier acknowledges the importance that all entities of the Supplier group comply with the Mandatory Requirements as set out in the RSP together with the requirements at 6.2 (a), (b) and (c) above. Further, Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligation has occurred.

6.5. Where reasonably required by Unilever, Supplier shall (at the Supplier’s own cost) register with Unilever’s Supplier Qualification System (“USQS”) and complete any steps required to be done or complied with by Supplier.

6.6. Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of “conflict minerals” as defined under applicable laws or regulations. If required to do so, the Supplier shall perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. Unilever may not reasonably ask Supplier to complete a questionnaire if Supplier determines the items Supplier procure do not contain conflict minerals.

7. Confidentiality

7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever and its business processes that have been provided to the Supplier under this Agreement or otherwise; the terms of the Agreement and are also Confidential Information.

7.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with 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 it is necessary for the purpose of performing its obligations under
the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose the Information under applicable law, court order or other obligation of the Supplier. The Supplier shall not disclose this Information to any of its employees or agents shall be deemed to be a breach of 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 of the Agreement.

8. Intellectual Property Rights

8.1. Each party shall remain the owner of all Intellectual Property it owns as of the Effective Date. Each party shall maintain the sole and exclusive right to exploit its Intellectual Property and other Information it owns, without restriction and free of any obligation to pay any royalty or other consideration to the other party, to the extent reasonably necessary in order for any rights and its respective suppliers, copackers and repackers to utilize custom Intellectual Property or any UGC ("Unilever IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/Services.

8.3. The Supplier shall supply all Products/Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall not procure that its affiliates do not supply such Products/Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than the Buyer, under any arrangement, including contracts, copackers and repackers ("Third Party"). No Supplier shall, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

8.4. The Supplier shall ensure that no defective, obsolete or excess materials containing Unilever IP are rendered unusable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

9. Records, Business Continuity, Data Protection and Privacy

9.1. The Supplier shall promptly record and maintain all information associated with the subject matter, duration, nature and purpose of the processing Subcontractor. The data shall include: personal data used or on behalf of the Buyer; (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/Services.

9.2. The Supplier shall reliably back up all data provided, used or generated in connection with the supply of Products/Services, and shall keep copies of all data subject to electronic storage or in the possession or control of the Supplier. For all copyrighted material contained in the Product/Services created under this Agreement, the Supplier shall complete and maintain a copyright record containing all necessary information including the author, work, date and place.

9.3. When processing personal data, each party must comply with applicable Data Protection Legislation (including, but not limited to the European Data Protection Legislation) at all times during the Term of this agreement.

9.4. The Supplier shall maintain and control records containing a list of all personal data processing in the course of the Supplier’s Business and all relevant information regarding to such processing, including the subject matter, purpose and nature of the processing parties. The parties shall, at all times, ensure that any personal data which is processed is protected and the Supplier shall comply with its obligations under the Data Protection Legislation at all times during the Term of this agreement.

9.5. The Supplier shall ensure that all personal data processed is necessary and adequate for the purposes for which it is processed and shall not collect personal data in excess of what is required for such purposes. The Supplier shall maintain adequate technical and organisational measures to ensure the security of personal data processed and to prevent any unauthorised access, use, disclosure or alteration of personal data or other non-confidential information.

9.6. The Supplier shall ensure that all personal data processed is protected against any unauthorised access, use, disclosure, destruction, theft, use, disclosure or alteration of personal data or any other Confidential Information in the possession of the Supplier ("Confidential Information") in a manner that is adequate for the purpose of processing such personal data.

10. Term and Termination

10.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfillment of relevant volumes specified in any part of the Agreement.

10.2. The Agreement may be terminated earlier in whole or part by the Buyer without any prejudice to other obligations of the Supplier or the Buyer or any legal rights in the event of a Force Majeure Event affecting the Supplier which (a) results in the Supplier’s inability to manufacture or supply the Products/Services; (b) results in the Supplier’s failure to comply with any of its obligations to the Buyer; or (c) results in a breach of any of the Supplier’s obligations under the Agreement.

10.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days’ notice where any invoiced and undisputed sums due under such PO remain unpaid. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

10.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.4, 3.5, 3.6, 5.7, 8.9, 11, 10.4, 11.12, Annex A or any clause expressed or designed to survive expiry or termination.

11. Miscellaneous

11.1. References to "Unilever" or "Unilever group" mean Unilever PLC, Unilever N.V. and any wholly or substantially-owned or controlled partnership, joint venture or joint business otherwise. No party shall without the prior written consent of the other party (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.

11.2. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any amount payable to the Supplier by the Buyer. No delay or failure to exercise by any party 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 waiver of any of the Supplier’s rights or remedies shall be deemed to be a waiver of any other of its rights or remedies, or a waiver of the same right or remedy at a future time. No delay or failure to exercise any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.

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 the legal representative or 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 or on behalf of, the Buyer.

11.6. The Supplier is responsible for its employees, subcontractors, agents 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. The Supplier shall promptly execute assignments of claims or causes of action to evidence the occurrence of the events of Force Majeure.

11.8. No one other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any part of this Agreement.

11.9. If any party is 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, in relation to the Buyer, receive, accept or use Products ("Force Majeure Event"), then the suffering such disability shall be excused from such performance as for long as and to the extent that such incapacity continues, provided it complies with this clause. The party disabled by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of such event and shall promptly inform the other party of the event and the expected duration. The party affected by the event shall be entitled to make changes to this Agreement in order to achieve the greatest extent possible the same effect.

11.11. If where the Supplier is based the official language is not English, the parties may agree to add to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of a Force Majeure Event affecting the Supplier which affects the performance of the Supplier’s obligations under the Agreement, the parties agree that the English version shall prevail.

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
Annex A - Specific provisions for the supply of Products
These clauses apply to the extent the Supplier supplies Products.
1. The Products will be delivered in accordance with the details provided in the CTC or PO or other agreed written instructions. Save as otherwise provided, title and risk shall pass to the Buyer on delivery. Delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the PO is issued. Each shipment of Products will be accompanied by all documentation required under Applicable Laws.
2. 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 or termination.
3. No Supplier shall without the Buyer’s prior written consent (a) change the ingredients or components (including feedstock 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.
4. 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 at the Supplier’s cost and responsibility.
5. 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 for the sale and supply by the Supplier of the Products to the Third Party for the manufacture of such finished products only. If any Products are so sold to the Third Party, such supply shall be a contractual arrangement between only the Third Party and the Supplier and no UGC shall be party to or have any liability for payment of such Products.
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 steel 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
USA - To the extent of provision of products in the United States and/or Puerto Rico:
The Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) is hereby incorporated by reference. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime government contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
Canada - The parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in English; les parties déclarent qu’elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s’y rattachent, soient rédigés en anglais.