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; any and all relevant purchase orders requesting or specifying a supply of services or products ("POs"); and supporting terms such as statements of work ("SOWs"), project work order ("PWO") and Commercial Terms Contracts ("CTCs").

CTCs may include: central CTCs ("CTCs") and/or local CTCs ("UGC") and a Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts ("UPCs"). 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 conflict between parts 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 and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the Price.

1.3. The Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions 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. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance (including continued provision of the Services) to a new supplier in respect of the Products/Services as to minimize any disruption and ensure continuity of 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. On termination, supplier undertakes to return and or securely delete and or destroy Buyer’s personal data. Confidential Information and/or commercial data.

1.5. 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 the Buyer, and 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 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. Delivery, Non-Performance & Indemnity

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.
3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services, 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 give the Buyer advance notice and full details of any action it is legally required to take including communicating with any governmental body.

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 these situations arise due to the requirements of the Specifications of the Products.

The Supplier shall ensure it has, and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer’s request. Supplier’s insurance policies shall include a waiver of subrogation towards the Buyer and/or anyone acting on his behalf, provided that the said waiver of subrogation does not apply in favour of a person who has maliciously caused the damage.

Supplier’s insurance policies shall be primary to any insurance carried out by the Buyer and/or in his favour and the insurers waive any claim and/or demand and/or suit resulting in the insurance of the Buyer.

4. Price and Payment

4.1. The price for the Products/ Services shall be as set out in the Agreement ("Price") which Price includes all shipment preparation and packaging cost but excludes VAT, sales tax or equivalent unless set out in a breakdown of the Price and agreed in writing.

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

4.3. 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 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:

(a) 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 licenses, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement;

(b) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications");

(c) 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, pledges or other encumbrances;

5.3. The Products/ Services and their supply, sourcing, manufacture, packaging, sale,
6. Responsible Sourcing Policy and Anti-Bribery Compliance

6.1. Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the “RSP”) and understands that it replaces all previous supplier codes. Supplier agrees:

(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 cost any action reasonably required by Unilever to:

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

(ii) rectify any non-compliance by an entity of the Supplier group within the timeframe stipulated 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, paid, promised or offered to pay, authorised the payment 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 activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Supplier’s books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation;

(c) 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;

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

Supplier acknowledges the importance that all entities of the Supplier group comply with the Mandatory Requirements 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.

If any member of the Supplier group fails to meet the relevant Mandatory Requirements in the RSP or any of the representations and/or warranties set out in 6.2 (a), (b) and (c) above, then where Unilever considers that such a breach can be remediated, Supplier shall take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again.

Unilever also reserves the right to impose any further conditions and requirements on the Supplier or the Supplier’s group.
6.3. 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 achieve compliance.

6.4. 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 law) in any products. If requested by Unilever based on the results of such questionnaire, Supplier must 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 necessarily ask Supplier to complete a questionnaire if Unilever determines the items Supplier provides do not contain certain conflict minerals.

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 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 it by law. Any breach of the Supplier’s obligations under this clause by its officers and employees 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 its start of its relationship with the other party and independently or created outside the scope of such relationship (“Background IP”). The Buyer shall remain the owner of any 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 to the Products/Services, but excluding the Background IP. Each Supplier shall permit the Buyer to make full use, reproduce, exploit, modify, and distribute any Background IP for the extent Confidential Information is information in the public domain through no 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 and employees 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.

8.2. Each Supplier shall permit the use of its and its affiliates’ Background IP, to the extent reasonably necessary in order for any UGC and its respective suppliers, copackers and packers to utilize customized IP owned or licensed by any UGC (“Unilever IP”) under the Agreement to make, use, modify, incorporate, develop or supply the Products/Services.

8.3. The Supplier a) shall supply all Products/Services that require Unilever IP exclusively for each 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 it by law. Any breach of the Supplier’s obligations under this clause by its officers and employees 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.
Buyer and (b) shall not and shall 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 a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

### 8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are rendered unsuitable for use. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

### 9. Data Protection and Privacy

#### 9.1. The definitions below will have the following meaning:

- **Controller**: a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; it is referred to as 'controller' in this Agreement.
- **Data Subject**: the natural person identified by the Controller, to whom the personal data relate.
- **Personal Data**: any information relating to an identified or identifiable natural person ('data subject'); an 'identifier' may be a name, an identifier, an address, an email address or any other factor by which the natural person can be identified;
- **Data Processor**: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller ("controller" in the GDPR terminology).
- **Processing**: any operation or set of operations which is performed on personal data or on sets of personal data such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or coupling with other data, restriction, erasure or destruction.
- **Data Protection Laws**: any applicable law relating to the protection of Personal Data or a Buyer in the context of the processing of such data.
- **Personal Data Protection and Privacy Laws**: Data Protection Laws (unless otherwise stated).
- **CCPA**: the California Consumer Privacy Act.
- **PD**: the Personal Data Protection Act.

#### 9.2. Reference to laws includes subordinate legislation and means that law as amended or re-enacted from time to time.

#### 9.3. Reference to UGC in this clause means UGC or the Buyer that is the Controller of the relevant Personal Data for particular Processing.

#### 9.4. For the Services, the Supplier shall comply with all UGC’s documented instructions. The context and purpose of Processing UPD is the Supplier’s provision of the Services under this Agreement. It will include all Processing activities required to perform the Services, will relate to various categories of Personal Data (which may include personal and contact details, employment information, marketing, financial or payment details) and will affect Data Subjects (which may include UGC employees and staff, customer and clients), as more particularly recorded by the parties. No special categories of Personal Data will be Processed without UGC’s prior written approval.

#### 9.5. The parties may, individually or collectively, act as Controller of Personal Data for the purposes of providing the Services as a separate Controller, in some respects, as agreed in writing by the parties.

#### 9.6. The Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC.

#### 9.7. The Supplier shall (i) comply with and Process all UPD in accordance with applicable Data Protection Laws; (ii) co-operate and assist UGC with any data protection impact assessments and consultations with or notifications to or responding to questions from or investigations by regulators or supervisory authorities; and (iii) promptly inform UGC if any of its instructions infringe Data Protection Laws.

#### 9.8. Where the CCPA applies, the Parties acknowledge and agree that (a) the Supplier shall act as a “Service Provider,” as such term is defined in the CCPA, and shall collect, access, maintain, use, process and transfer UPD solely for the purpose of performing the Services, and (b) the Buyer shall comply with the CCPA. The Buyer is entitled to request the Supplier to assist with requests for information, access, rectification, amendment, or deletion of UPD processed by the Supplier on the Buyer’s behalf during the course of providing the Services.

### Additional Notes:

Suppliers obligations under this Agreement for or on behalf of Company and for no commercial purpose other than the performance of such obligations; (b) the Supplier shall not sell, disclose, release, transfer, make available or otherwise communicate any UPD to any third party without the prior written consent of UGC, other than disclosures (i) to a subcontractor for a business purpose pursuant to a written agreement to protect UPD in the same manner as provided herein, (ii) to a third party as necessary to comply with applicable laws, or (iii) as otherwise permitted by the CCPA.

9.11. If the Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such to UGC and cooperate and assist UGC with responding to such as directed by UGC.

9.12. The Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect UPD against a Personal Data Breach, which shall at all times satisfy, at a minimum, the standards required by Data Protection Laws. If required under Data Protection Laws, Supplier will appoint a Data Security Officer and make the required notifications to the Israeli Database Registrar.

9.13. If the Supplier becomes aware of any Personal Data Breach, it shall, without undue delay (and in any event within 24 hours) notify UGC. Supplier will, at its own expense, investigate the Personal Data Breach and provide UGC with the results of the investigation. Supplier shall, without undue delay, also notify UGC of any Personal Data Breach involving UPD, including any related harm to the Data Subject.

9.14. The Supplier may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC if it considers it necessary to appoint a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. The Supplier shall use its reasonable endeavours to

9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier than 15 business days of UGC’s instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC’s option, the Supplier shall securely delete.

9.1. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD and will ensure their training so that they will comply with the provisions of this Agreement. Supplier shall provide UGC with reports as requested by UGC regarding the management of their Processing of the UPD and all security matters related to the same. Without derogating from the generality of the aforesaid, also without any such request from UGC. These reports will be provided at least once a year and shall include all the matters listed below:

- Supplier positions and categories of personnel who shall have access to the UPD, as well as levels of permitted access;
- Data which may be processed by Supplier;
- Purpose of processing;
- Permissible types of processing by Supplier;
- Systems which may be accessed by Supplier;
- Main types of security risks in processing data;
- Supplier’s contactperson for all privacy and security matters shall be;
- UGC’s contact person for all privacy and security matters shall be;
- or return that data and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.

9.2. The Supplier shall provide UGC with a reasonable period of time to inform the Data Subjects of the UPD processed by Supplier, and cooperate in informing the Data Subjects.

9.3. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.4. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.5. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.6. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.7. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.8. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.9. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.

9.10. The Supplier shall provide UGC with copies of the UPD processed by Supplier, including without limitation:

- the UPD processed by Supplier;
- any form of protection on which the UPD is processed;
- the Privacy Notice with regard to the UPD processed by Supplier;
- any data controller or data processor directly responsible for the UPD processed by Supplier;
- the purpose(s) for which the UPD is processed by Supplier;
- the legal basis for the Processing of the UPD by Supplier;
- any forms of control exercise by the Data Subjects.
9.15. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor’s performance, as well as for any of its acts or omissions relating to its Processing of Personal Data. Some subcontractors may be required to sign an undertaking to UGC.

9.17. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 (promptly providing these to UGC on request) and allow for audits by UGC or its designated representatives. UGC will have the right to perform unannounced inspections to the extent advisable in UGC’s reasonable estimation to comply with Data Protection Laws. Supplier hereby grants UGC and any of its authorized personnel and representatives permission to access any of the Supplier’s computers for the purpose of inspection in connection with the services being provided for or on behalf of UGC. Supplier also acknowledges its obligations to the Israeli Database Registrar, including the Database Registrar’s inspection rights.

10. Records, Business Continuity

10.1. 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 upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/Services, and (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.

10.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.

10.3. The Supplier shall manage the security of their systems with respect to identifying and resolving security weaknesses and limiting access to systems/data to authorised individuals.

11. Term and Termination

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

11.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability:

a. on 10 days’ written notice in the event of material breach of this Agreement by the Supplier or by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period;

b. on no less than 7 days’ written notice where there is material or deliberate or persistent non-compliance with clause 6.1;

c. on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days;

d. for convenience on 30 days’ written notice (subject to mandatory local laws requiring a longer notice period); or

e. immediately or at a later specified date if the Supplier 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.

11.3. Any individual PO under this Agreement may be terminated earlier by
12.4. 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 amendment or variation to any part 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 (excluding email by the Supplier on giving 30 days’ notice where any invoiced and undisputed sums due under 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.

11.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9, 10, 10A, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination.

12.1. References to “Unilever” or “Unilever group” mean Unilever PLC, and any company or partnership from time to time in which Unilever PLC directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

12.2. The Buyer may assign the Agreement in part or in full to another UGC or, 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) otherwise dispose of the Agreement in whole or part or subcontracts any duties or obligations under the Agreement to any third party.

12.3. 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 Buyer to the Supplier.

12.4. 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 amendment or variation to any part 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 (excluding email by the Supplier to the Buyer).
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 mechanical 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 dispute of any Supplier’s representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

12.10. 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 or enforceable provision in order to achieve to the greatest extent possible the same effect.

12.11. If where the Supplier is based the official language is not English, the parties may agree to append to the Agreement (or part) a translation of the Agreement (or part) in the local language. In the event of any conflict between the English and the local language version of the Agreement (or part), the parties agree that the English version shall prevail.

13. Laws and Jurisdiction

13.1. 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.

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 inspect the Supplier’s operations.
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 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

You must comply with the requirements set forth in the Country Specific Clauses Exhibit set forth at [https://www.unilever.com/countryspecificclauses/] that apply to certain of our transactions when goods or services are provided to members of the Unilever Group in the countries noted. We may amend this exhibit from time to time to reflect any changes required by law. If we do so, we will post the amended exhibit at [https://www.unilever.com/countryspecificclauses/], inform you and provide you with a reasonable compliance period if permitted by applicable law.