The "Agreement" between you ("Supplier") and the ordering Unilever group company ("Buyer") (collectively "party") to the exclusion of any terms in the General Terms and Conditions ("CTC") and any relevant purchase orders: 1.3. the terms in any central CTC will take precedence, followed by any other CTC, including without limitation, the CTCs available at www.unileversuppliers.com. 

4.3. Price includes all shipment preparation and packaging cost incurred in connection with the transportation of the Products/Services to be purchased by the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement. 

4.2. the Buyer may be entitled to reject and/or require re-supply of non-conforming Products/Services within the agreed time the Buyer may, at its discretion 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 improbably; (a) by the Supplier or any of 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. 

4.1. 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 the Buyer may require to enable the Supplier to: (i) continue the transfer of its Confidential Information to the Buyer, and (ii) 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 such risk arises as a result of non-compliance or late Products/Services) or 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 Buyer with the information reasonably required by Buyer in order for 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 ("RSP") and understands that it replaces all other statements of compliance and all other undertakings. Supplier agrees: (a) 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 items, claims, pledges or other encumbrances. 

6.2. Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligations has occurred. 

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 accommodate it. 

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 laws or regulations governing Products/Services). If the questionnaire indicates the presence of "conflict minerals", the Supplier must perform 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 conflict minerals. 

7. Confidentiality 

7.1. Unilever shall disclose or make available to the Supplier information relating to Unilever's business, products, services or the industries in which Unilever operates ("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 this 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 any Confidential Information in the public domain through no fault of the Supplier or its officers. The Supplier shall disclose to any subcontractor to which the Supplier has 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 this Agreement.

8. Intellectual Property Rights
8.1 Each party shall remain the owner of all IP, owned by it, prior to the start of its relationship with any other party. No IP is created or created outside the scope of such relationship ("IPIP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier’s performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer all IP rights in the IPIP excluding, but not limited to, Intellectual Property that is already owned by the Supplier, including customisations to the Products/ Services, but excluding the Supplier’s Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a worldwide, perpetual, irrevocable, non-exclusive, assignable, royalty-free license (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/ Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record confirming the Supplier's ownership of the Copyright.

3.1 Each party 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, copacker and repackers to utilize customized IP owned or licensed by any UGC ("Unilever IP") under the Agreement, provided that any use made of the Background IP or Unilever IP is in accordance with applicable Laws.

8.3. The Supplier a) shall provide all Products/ Services that require Unilever IP exclusively for each Buyer and b) shall not and shall procure that its affiliates do not supply such Products/ Services or any components that contain Unilever IP to any suppliers of UGC or any products which embody any Unilever IP. If, on inquiry, it is found 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 lawful promotional materials, advertising or promotional material or embarking or embodying any Unilever IP. The Supplier shall use reasonably diligent, 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", "Personal Data Breach", "Data Subject", "Personal Data", "Processing" (including the derivatives "Processed" and "Process") and "Processor", have the meanings given in the GDPR and in respect of the Agreement, the meaning of the essentially equivalent terms in other applicable Data Protection Laws;
- "Data Protection Laws" means any applicable law relating to the Processing, privacy, and use of Personal Data including: (i) European Parliament Regulation (EU) 2016/679 (the "GDPR"); (ii) any corresponding national laws or regulations; (iii) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq (the "CCPA"); and (iv) corresponding guidance, codes or certification mechanisms of the relevant regulatory authority regarding such laws;
- "Annexed" means "including/ includes without limitation, and in all cases";
- "UPD" means Personal Data provided or made available to Supplier by (or collected or created for) UGC or a Buyer in connection with this Agreement.

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

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

9.4. For the Services, the Supplier is a Processor acting only on UGC’s documented instructions. A reference to UGC in this clause means UGC or the Buyer that is the Controller of the relevant Personal Data for the particular Processing.

9.5. The Supplier shall 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 the Data Protection Laws.

9.6. 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 Supplier’s obligations under this Agreement and in accordance with the requirements of the Supplier in no way imply that the Supplier is the party that is the Controller of the UPD (pursuant to the Agreement).

9.7. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.

9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 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 or return that data and shall certify to UGC in writing that it (including its group and subcontractors) has so done.

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 data to UGC and cooperate and assist UGC with responding to such directed requests.

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.

9.13. The Supplier becomes the Data Controller of Personal Data in the event of any undue delay (and in any event within 24 hours) notify UGC, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed information through an API and cooperate in informing the relevant supervisory authorities or affected Data Subjects.

9.14. The Supplier may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC before the appointment of a new or replacement sub-processor and UGC will not accept the Supplier using any new sub-processor without UGC’s prior written consent of UGC, other than disclosures (i) to a sub, (ii) to the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/ Services.

9.15. The Supplier shall reliably back up all data provided, 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 course of the Supplier’s performance of the Services.

9.16. The Supplier shall comply with all applicable laws, including but not limited to, laws regulating the use, handling, access and disposal of UPD that is subject to Data Protection Laws.

9.17. The Supplier shall maintain and 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.

10. Records, Business Continuity and/ or Risk Assessment
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 reasonably upon request, allow the Buyer to enter, examine and audit its financial records and any data, documents, and other materials regarding the Products/ Services, including any components that contain or are manufactured, packaged, stored, handled or supplied by the Supplier.

10.2. The Supplier shall securely delete or return that data and shall certify to UGC in writing that it (including its group and subcontractors) has so done.

10.3. The Supplier must 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 Buyer or breach 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) in respect of clause 9.7 written notice (subject to mandatory local laws requiring a longer notice period);

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 aforesaid.

11.3. Any individual PO under this Agreement may be terminated earlier by the Buyer 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, 11, 12 Annex A or 2 or any clause expressed or designed to survive expiry or termination.

12. Miscellaneous
12.1. References to “Unilever” or “Unilever group” mean Unilever PLC, Unilever N.V. and any company or partner who from time to time in which either or both directly or indirectly own or control a proportion of the voting rights, deemed or otherwise, or control directly or indirectly a substantial or significant proportion 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) or otherwise dispose of the Agreement in whole or part or subcontract 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 amounts owed to the Buyer by 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 each party.

12.5. 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 be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in
the name of or on behalf of, the Buyer.

12.6 The Supplier is and remains 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.

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

12.8 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 of its terms.

12.9. If any party is as a result of an event beyond its reasonable control unable to perform all or any part of its obligations under the Agreement (and such an event shall include being unable to, in relation to the Buyer, receive, accept or use Products) (“Force Majeure Event”), then the party suffering such disability shall be excused from such performance for as long as and to the extent that such inability 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 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 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. 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 where Buyer is incorporated or formed. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

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 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

You must comply with the requirements set forth in the Country Specific Clauses Exhibit 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.