

**General Terms & Conditions of Purchase of Goods of Unilever Brasil Industrial Ltda.,
Unilever Brasil Gelados Ltda. and Unilever Brasil Gelados do Nordeste S/A
("Conditions")**

1 Agreement to Supply

1.1 You (the "**Lead Supplier**") acting on behalf of itself and as agent on behalf of any company from time to time controlling, controlled by or under common control, whether direct or indirect, with the Lead Supplier (each such company is a "Supplier" and collectively the "Suppliers") agree that each Supplier shall supply and Unilever Brasil Industrial Ltda., with principal place of business at Av. Presidente Juscelino Kubitschek, 1.309 – 13^o Floor, suite 4, São Paulo, State of São Paulo, Brazil, enrolled with the National Register of Legal Entities/Finance Ministry (CNPJ) under n^o. 01.615.814/0001-01, Unilever Brasil Gelados Ltda. with principal place of business at Av. Presidente Juscelino Kubitschek, 1.309 – 13^o Floor, suite 23, São Paulo, State of São Paulo, Brazil, enrolled with the National Register of Legal Entities/Finance Ministry (CNPJ) under n^o. 11.806.723/0001-07 and/or Unilever Brasil Gelados do Nordeste S/A, with principal place of business at Rodovia BR 232, km. 13, Jaboatão dos Guararapes, State of Pernambuco, Brazil, enrolled with the National Register of Legal Entities/Finance Ministry (CNPJ) under n^o. 11.173.911/0001-37 as specified on the UPC, PO and/or Call-Off (individually "**Buyer**" and collectively "**Buyers**") agree that each Buyer shall buy the raw materials, ingredients, packaging and/or finished products (as the case may be) ("**the Products**") referred to in the relevant Unilever Purchasing Contract ("**UPC**") made in accordance with the specifications set out or referred to in any UPC (if any) or Call-Off or purchase order for the Products ("**Call-Off**") or otherwise provided by any Buyer to any Supplier ("**Specifications**") and the terms and conditions set out or referred to in these Conditions.

1.2 By accepting the UPC or Call-Off, each Supplier agrees that these Conditions (i) form part of and apply to such UPC or Call-Off to the exclusion of any terms and conditions (except in respect to a Call-Off, those in any relevant UPC) unless agreed otherwise by the parties in writing and (ii) together with the provisions of the such UPC or Call-Offs, govern the contractual relationship between the Suppliers and the Buyers in respect of the Products set out in such UPC or Call-Off ("**Contract**"). The Lead Supplier agrees that only the Supplier listed or referred to in the relevant UPC or Call-Off, unless otherwise agreed in writing with the Buyer, shall supply the relevant Products. For the avoidance of doubt any terms and conditions of the Supplier shall not apply to the Contract. For the avoidance of doubt any document requesting the sale of Products will be considered to be a Call-Off since the referred documents are issued by an authorized representative of the Buyer. In these Conditions any references to singular include plural (and vice versa), and references to the Buyer shall be to the relevant Buyer or Buyers and references to the Supplier shall be to the relevant Supplier or Suppliers.

1.3 The Lead Supplier warrants to Unilever and each Buyer that it has full power and authority to enter into the Contract on behalf of each Supplier and to bind each of them to perform and comply with the Contract. The Lead Supplier agrees to procure each Supplier supplies the Products to each Buyer on the terms and conditions of the Contract as a Supplier and fully complies with all obligations of a Supplier under the Contract. Each Supplier accepts that Unilever may exercise the rights of each Buyer under this Agreement. Each Supplier acknowledges and accepts that Unilever supplies the Products or products incorporating the Materials to other Unilever Group companies who supply them to third parties; each Supplier agrees that the Losses suffered by any such Unilever Group companies as a result of any breach of this Agreement by the Supplier shall be deemed to be Losses also suffered by Unilever.

1.4 "**Unilever Group company**" shall mean Unilever PLC, Unilever N.V. and any company in which either or both directly or indirectly owns or controls the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board of management.

1.5 The parties agree and acknowledge that Unilever may on giving notice to the Suppliers Parent require a Supplier to make an offer to sell the Products (on substantially the same terms as in this Agreement) to any Buyer that leaves the Unilever group or the purchaser of a part of the business of any Buyer (or allow it to continue to remain a Buyer under this Agreement) for a transition period of 24 months after the date of sale of such Buyer or business.

2. Production Location and Quality Assurance

2.1 Each Supplier shall only manufacture Products at a plant which is approved in writing from time to time by the authorised representatives of Unilever ("Approved Plant") unless the prior written consent of Unilever is obtained.

2.2 Each Supplier shall at all times remain solely responsible for quality assurance with respect to all Products. Each Supplier shall nevertheless comply and ensure the Products shall be manufactured, packaged, supplied and transported strictly in accordance with the quality assurance procedures and requirements specified or referred to in this Agreement, the Specifications and written instructions of Unilever or the Buyer from time to time. The Supplier shall keep records of its compliance with such procedures and requirements.

2.3 No Supplier shall change the Specifications, manufacturing process, Approved Plant, delivery method or any ingredients, feedstocks, raw materials, components and packaging used to produce the Products ("**ingredients and components**") without providing advance notification to and obtaining the prior written consent of the Buyer. Such notification should be given in advance so that the Buyer has an opportunity to consider the proposed changes and evaluate potential effects prior to implementation. Each Supplier acknowledges that such changes may alter any of the Products in such a way that it is not acceptable according to the Buyer's technical clearance process even if it is still within the relevant Specification.

2.4 Each Supplier shall, at its expense, ensure full traceability, and keep appropriate records, of the Products and all ingredients and components used in the Products up until title to the Products passes to the Buyer.

2.5 Each Buyer shall have the right at any time at its sole discretion to require each Supplier to comply with any changes to the Specifications by giving written notice to the Supplier.

2.6 Each Supplier shall:

- (a) for not less than two years, or for a longer period if required by law, unless otherwise agreed between the parties and at the Supplier's expense: (i) store a reasonable number of samples of the ingredients and components specified by Unilever and a sample from each batch of Products; (ii) keep batch records for the ingredients and components used in the manufacture of each batch of Products; (iii) maintain all books, accounts, records and quality assurance and control information required by the Contract or law which shall be comprehensive, accurate and reliable; (iv) retain and properly store for at least 7 years all books, accounts, records and information relating to Products, the manufacture of the Products and the Supplier's compliance with the Contract; and (v) provide to each Buyer the aforementioned on request; and
- (b) at all times upon reasonable notice allow each Buyer and Unilever and their representatives, agents and employees to enter, access, inspect, audit (i) and copy all information, documentation and records referred to in Condition 2.6(a) and (ii) the Approved Plant, equipment, stocks, methods used by a Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products together with access to the Supplier's relevant representatives.

2.7 Conditions 2.8 to 2.13 and 2A shall apply to Products which are not raw materials, ingredients or packaging.

2.8 Each Supplier shall be entirely responsible for the ingredients and components it uses in the manufacture of the Products and, subject to Condition 2.9, shall only purchase from third party suppliers that it determines are able to supply ingredients and components of the necessary quality and quantity on time and reliably. Time shall be of the essence for the delivery of the Products.

2.9 Each Supplier shall fully comply with any requirements in the Specifications to (a) use (or not to use) particular ingredients or components in the manufacture of Products and (b) purchase (or not purchase) particular ingredients or components from specified suppliers. Each Supplier shall promptly notify Unilever if it has concerns about the use of any such specified ingredients and components or the use of any supplier and its ability to supply ingredients and components of the necessary quality and quantity on time and reliably.

2.10 All ingredients and components shall be submitted to thorough quality assurance procedures upon receipt by the Supplier. The Supplier shall also comply with the quality assurance procedures and requirements specified or referred to in the Contract or otherwise specified by Unilever or the Buyer from time to time. No defective ingredients and components shall be used in the preparation of the Products (unless the Supplier, under special circumstances, is instructed otherwise by Unilever). Each Supplier shall, at the request of any Buyer, within 14 days at the end of each quarter provide the relevant Buyer with a written report on the performance of such suppliers against the quality and delivery performance measures set out in the Specifications.

2.11 Ingredients and components shall be purchased by each Supplier in its own name and not in any circumstances as agent for or otherwise on behalf of any Buyer or Unilever. Each Supplier shall ensure this is clear in all correspondence and documentation with such supplier. Each Supplier shall agree all terms and conditions of purchase of ingredients and components with the supplier (including any Unilever Group company supplier) of such ingredients and components. If the supplier of ingredients and components is Unilever, they shall be supplied on such terms as are agreed by both parties in writing and, if none, as stated on Unilever's invoice.

2.12 Each Supplier shall warehouse all ingredients and components, unfinished stock and the Products at the warehouse or storage facilities approved in advance by Unilever or the Buyer and in adequate and appropriate conditions.

2.13 Each Supplier acknowledges and agrees (a) that any ingredients kits supplied by a Unilever Group company are industrial secrets owned by the Unilever Group of companies and as such must at all times be treated as strictly and highly confidential and must not be disclosed to anyone (b) it shall use such ingredients kits exclusively for the preparation of the Products (c) for the purposes of Condition 9.1 all intellectual property, whether existing or future, relating to the ingredients kits is and shall remain owned by Unilever Group companies and (d) for the purposes of Condition 9.2, the ingredients kits are ingredients and components that contain Unilever owned or licensed IP and Unilever Group companies shall at all times remain the owner of such IP before, during and after the manufacturing process.

2A Unilever Products ('free issue')

2A.1 Each Buyer may from time to time by notice require each Supplier to use ingredients and components (including ingredient kits) supplied (but not sold) on a free issue basis by a Unilever Group company to the Supplier ("Unilever Products"). The obligations of the Supplier in these Conditions relating to ingredients and components, including those in Condition 2.2, 2.8, 2.9 and 2.10 shall apply equally to Unilever Products. The Supplier shall only use Unilever Products in the manufacture of the Products and in accordance with the Buyer's instructions.

2A.2 The Buyer shall use its reasonable endeavours to arrange for the delivery of Unilever Products to the Supplier but shall have no liability to the Supplier if it fails to deliver or is late in delivering any Unilever Products. If any Unilever Products are not delivered, the Supplier shall not be liable for any failure to supply the Products except to the extent, at the request of Unilever, it is able to obtain alternative materials satisfactory to Unilever.

2A.3 The cost of Unilever Products and their delivery to the Supplier, shall be borne by the Buyer. Title to Unilever Products shall not transfer to the Supplier at any time.

2A.4 The risk of loss or damage to any Unilever Products shall pass to the Supplier at the moment of delivery until the relevant Unilever Products are incorporated into Products and those Products are delivered in accordance with Condition 5.1. The Supplier shall use all reasonable endeavours to ensure that no wastage, loss or damage to any Unilever Products occurs prior to their incorporation in the Products. The Supplier shall give the Buyer notice as soon as reasonably practicable of any wastage, loss or damage to any Unilever Products.

2A.5 The Supplier shall hold Unilever Products on behalf of the Buyer and shall keep all Unilever Products and Products separate from all other products and materials in the possession of the Supplier and properly store them at its premises, protected and clearly identified as the relevant Buyer's property. Unilever and the Buyers shall, without prejudice to any of its other rights and remedies (whether at law or under these Conditions), have the right to enter the Supplier's premises where any Unilever Products are reasonably thought to be and remove them. The Supplier gives the Buyer and its representatives, irrevocable authority to enter such premises without notice.

3 Volumes and Stocks

The approximate volume of Products to be purchased by a Buyer per period shall be set out in the applicable UPC or if there is no UPC in place such approximate volume may be communicated by the Buyer to the Supplier. The parties agree and acknowledge that each applicable UPC and each forecast is a non-binding estimate only and shall be without prejudice to the quantities actually purchased under the Contract, unless otherwise provided in the Contract or forecast.

4 Call-Offs

A Buyer shall submit any Call-Off for the Products within any lead time set out in the applicable UPC or, if none, a reasonable time prior to the required date of delivery. Each Call-Off shall set out the quantity Called Off by the Buyer, any special transport instructions and the required delivery date. No compensation whatsoever shall be payable by any Buyer or Unilever to any Supplier or the Lead Supplier in the event that the quantities actually purchased under the Contract deviate from the estimated quantities set out in any applicable UPC or forecasts referred to in the Contract.

5 Delivery, Title and Risk of Loss

5.1 The Supplier shall deliver the Products in accordance with the terms specified in the relevant UPC, Call-Off and any written instructions provided to the Supplier from time to time. Save as otherwise provided in any applicable UPC, title and risk of losses shall pass to the Buyer upon delivery at the delivery address on the terms specified. The interpretation of the delivery terms shall be in accordance with the INCOTERMS, current edition at the time.

5.2 If the Supplier fails to deliver in accordance with clause 5.1, without prejudice to any other remedy under the Contract or at law, the Buyer shall be entitled to terminate the Contract and recover from the Supplier any losses and additional costs incurred by it in so obtaining substitute Products elsewhere.

6 Warranties, Representations, Undertakings and Indemnities

6.1 Each Supplier represents, warrants and undertakes to each Buyer that:

- (a) the Products shall be manufactured and supplied strictly in accordance with the Specifications and good manufacturing and labelling practices;
- (b) at the time of delivery, the Products shall be (i) strictly in accordance with the Contract and previously approved deliveries and (ii) of good quality and (iii) fit for use in making products fit for human consumption, and any other purpose for which the Products are commonly supplied, and for any specific purpose which it or the Lead Supplier could reasonably be aware that the Products would be used by the relevant Buyer, including the suitability of the Products to be run on the production lines of the relevant Buyer;

- (c) at the time of delivery, the Supplier shall have full legal, beneficial and unencumbered title to the Products;
- (d) it shall in performing its obligations under the Contract strictly comply with all relevant legal requirements in force; and it shall at all times possess and strictly comply with all required licences and other governmental or official approvals, permits or authorizations to production, storage and transport of products supplied for Unilever;
- (e) the Products shall strictly comply with all relevant legal requirements in force in Brazil, in the country of its origin and in all other countries which it has been notified of, or is aware of, in which a Unilever Group company will sell products incorporating the Products);
- (f) there is no legal requirement in any of the countries referred to in Condition 6.1(e) that prohibits, prevents or restricts (i) the use of the Products in the production of goods for human consumption (or goods specified by the Buyer) or (ii) the sale or supply of the Products or such goods; and
- (g) the Products and the use for which they are designed and the sourcing, manufacture, packaging, sale, supply and delivery of the Products shall not infringe any patent or intellectual property rights of any third party.
- (h) The approval of raw materials is achieved once both parties have signed this specification. One copy should be kept with each part. Any origin, formula or process modifications must be submitted to Unilever through a new Technical Information Providers. If Unilever validates the change, an updated Specification and licence should be provided for the Unilever plant.

6.2 Notwithstanding Conditions 6.1 (e) and (f), to the extent any Product is a food or food ingredient or is used in connection with food each Supplier represents, warrants and undertakes to each Buyer that:

- (a) it shall ensure that the HACCP principles referred to in the General Food Law and Hygiene regulations and any other Brazil legislation (as amended from time to time) as well as all other locally applicable food safety legislation are applied from the intake of ingredients and components through manufacture to the distribution of the Products with respect to the control of microbiological, foreign body, allergens and chemical hazards and that there is documentation evidencing the application of such principles; and
- (b) All Products or any ingredients or components used in connection with any Product shall require labeling as described in the safety laws and enforcement mechanisms involving genetically modified products, established in the Brazil Legislation.

6.3 For the purpose of this Agreement the Specifications shall also include; (a) Unilever Quality Manual; (b) each Buyer's and relevant Unilever Group sourcing unit's general process guidelines (c) all written policies, recommendations and requirements of each Buyer relating to (i) quality assurance and control, safety, health, environmental and consumer safety in connection with the Products, their manufacture or its ingredients and components and (ii) each Unilever group company's corporate reputation and the brand reputation of its products, provided to the Supplier and as amended from time to time and (e) Unilever's Good Manufacturing Practice and any other processes, procedures or requirements agreed and amended from time to time by the parties relating to the manufacture, packaging and supply of the Products.

6.4 The warranties, representations and undertakings provided for in this clause 6 shall be in addition to those implied or available by law and shall continue in force notwithstanding the acceptance and/or payment by a Buyer of all or part of any Products.

6.5 Each Supplier shall be liable for and indemnify each Buyer, Unilever and each other Unilever Group company against all losses, claims, costs and all other liabilities whatsoever and howsoever caused and whether or not foreseeable, they incur or suffer as a result of or in connection with any breach of the Contract by any Supplier, enforcement of applicable laws, any recall of Products or any recall of goods or products incorporating any Products and any infringement by any Supplier or the Products of the IP (as defined in Condition 9.1) of any Third Party.

6.6 If the Lead Supplier or a Supplier is in breach of its obligations under these Conditions, the Buyer which has suffered the breach shall be able to claim against the relevant Supplier or Lead Supplier.

7 Claims Procedure and Performance Measuring

7.1 If any Products do not comply with the Contract or are in any way defective (“**defective**” in the context of Products for the purposes of this Agreement means Products not in compliance with this Agreement) the Buyer may at its discretion reject and/or require the Supplier to replace the Products at the Supplier's cost and expense. This right to reject and/or replace shall be without prejudice to any other remedy to which the Buyer may be entitled to under the Contract or by law.

7.2 The Buyer shall be entitled to exercise the right to reject and/or replace in Condition 7.1 within any period necessary for the Buyer to be reasonably able to detect that the Products are defective taking into account the nature of the Products and the usual custom adopted for inspecting the relevant Products or, if longer, within 60 days of delivery or until usage of such Products. Without prejudice to any Buyer's rights, each Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyers rely on the Supplier's quality assurance procedures and no Buyer shall be under any obligation to do so under the Contract or by operation of law or however. All destruction, storage and other costs relating to defective Products shall be for the account of the Supplier and risk in defective Products, ingredients and components shall at all times remain with the Supplier.

7.3 At the written request of Unilever or the Buyer, each Supplier shall at its own cost promptly destroy all defective Products, ingredients and/or components that contain any Intellectual Property owned or licensed by a Unilever Group company and provide evidence of this to Unilever.

8 Price and Price adjustment

8.1 The price for the Products shall be as set out in and calculated in accordance with the relevant UPC (“**Price**”). Unless otherwise set out in the relevant UPC or Call-Off, the Price may not increase over the period specified in an relevant UPC or Call-Off and shall be exclusive of any applicable Value Added Tax or any equivalent tax (“**VAT**”), which shall be added by the Supplier to the Product invoice. Payment terms shall be set out in the relevant UPC or Call-Off.

8.2 Where the day nominated or determined for payment in accordance with the applicable payment term is not a working day, then the day for payment shall be the first working day after the day so nominated or determined. For the purposes of this clause, a working day means a day on which banks are open for general business in the country in which the Buyer is located. If interest is payable on late payment of any sum, the interest payable shall never be more than 6% per annum.

8.3 If the Suppliers Parent or a Supplier is in breach of its obligations under this Agreement, the Buyer or other Unilever Group company which has suffered from the breach shall be able to claim against the relevant Supplier or Suppliers Parent.

9 Intellectual Property Rights

9.1 The parties acknowledge and agree that each party (or its affiliates) shall at all times remain the owner of patents, trademarks and all other intellectual property rights (“**IP**”) owned by it before the start of its relationship with the other party under the Contract or created outside the scope of and independently of that relationship. No Supplier shall have any rights in or to use IP of the Buyers, Unilever or any Unilever Group company (other than solely for the performance of its obligations in accordance with the Contract).

9.2 Each Supplier shall (a) manufacture all Products that contain any Unilever owned or licensed IP exclusively for each Buyer and (b) not and shall procure that its Affiliates do not sell or supply such Products or any ingredients and components that contain such IP (or any products which embody any such IP, including counterfeit, defective and surplus goods) to, or permit them to fall into the hands of, any person other than a Unilever Group company.

10 Force Majeure

10.1 Neither Unilever nor the Supplier will be liable to the other for any delay, hindrance or failure to comply with all or any of its obligations under the Contract to the extent attributable to a Force Majeure Event. A Force Majeure Event in relation to either party, means any event beyond its reasonable control but shall not include any industrial dispute involving any of its own employees or any reasonably foreseeable event to the extent that its effects could reasonably have been mitigated.

10.2 The party affected by a Force Majeure Event will as soon as reasonably practicable notify the other party in writing of the Force Majeure Event and Unilever may terminate the Call-Off with immediate effect by giving written notice to the Supplier. For the avoidance of doubt, the Supplier shall not be entitled to terminate the Call-Off in such event.

11 Product Recall

If there is a recall of any of the Products, any of its ingredients and components or any product incorporating the Products ("**Recalled Product**"), the Supplier shall provide reasonable assistance to Unilever in developing a recall strategy and shall cooperate with Unilever and the Buyers and any applicable governmental agency, entity or authority ("**Governmental Body**") in monitoring the recall operation and in preparing such reports as may be required. No Supplier shall voluntarily initiate any recall of Products (or any product incorporating the Products) without the prior written consent of Unilever not to be unreasonably withheld. Each Supplier shall, at the request of Unilever or any Buyer give Unilever and each Buyer all reasonable assistance in locating and recovering any Products or Recalled Products that are not in accordance with the requirements of the Contract. Each Supplier shall immediately notify and provide copies to Unilever of any communications, whether relating to recalls or otherwise, with any Governmental Body. The Supplier, at its own cost, shall rework or destroy all Recalled Products that are defective on delivery to the relevant Buyers in compliance with all applicable laws, rules or regulations and Unilever's reasonable instructions. The Supplier will not disclose or make available to any third party any information related to the recall.

12 Confidentiality

Unilever, the Buyers and Unilever Group companies ("**Discloser**") will disclose or make available to each Supplier, before and after the date of adoption of the Contract and any UPC, information about or relating to its products, the ingredients and components of the Materials, the Buyer's use of the Products, Specifications, business ideas, processes and strategies, marketing information and other information relating to its business ("**Confidential Information**"). Each 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 Contract 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 Contract. The aforementioned shall not apply to the extent it is information in the public domain through no fault of the Supplier or it is required to disclose it by law. Each Supplier shall be responsible for all breaches of this Condition by its officers and employees. All Confidential Information shall be returned to the Discloser or destroyed at its discretion. The obligations of confidentiality set out in the Contract shall survive the application of the Contract in whole or in part.

13 Responsible Sourcing Policy

Each Supplier acknowledges that it has reviewed Unilever's Responsible Sourcing Policy ("**RSP**") and agrees that its activities shall be conducted in accordance with the RSP. Unilever may from time to time carry out an audit or other checks on RSP compliance either performed by itself or a third party and each Supplier shall respond promptly to requests from Unilever for information relating to compliance with the RSP. The RSP can be accessed at: <http://www.unilever.com/responsible-sourcing-policy/>

14 Term and Termination

14.1 The Contract shall apply until the expiry or termination of all relevant periods specified in any relevant UPC or Call-Off. Subject to the last sentence of this Condition, any UPC or Call-Off and the contractual relationship between the parties may be terminated earlier in whole or part by the Supplier or by Unilever on behalf of itself and any Buyer by written notice immediately (a) if the other party (or one of them) is in material breach of any UPC, Call-Off or the Contract and the breach has not been remedied within 10 days of notice of such breach or is incapable of remedy within such period; and (b) in the event of the other party (or one of them) becoming insolvent or entering in to administration or being unable to pay its debts as they fall due or threatening to do any of the foregoing or the equivalent events in any jurisdiction. The Supplier may only exercise its right of termination in this Condition against the Buyer in default.

14.2 Termination (in whole or part) or expiration of the contractual relationship shall not affect (i) any rights or obligations of the parties accrued prior to or upon termination or expiration including the rights and obligations of the parties in Condition 2.6 or (ii) the validity of any Condition expressed to survive termination or expiration.

15 General

15.1 Each Supplier shall not without the prior written consent not to be unreasonably withhold of Unilever charge or deal with the Contract or assign or otherwise dispose of the Contract, any UPC or any Call-Off in whole or part or subcontract any duties or obligations under the Contract, any UPC or any Call-Off or the Contract to any third party. Unilever and the Buyer may assign the Contract, any UPC or Call-Off to other Unilever Group companies.

15.2 All notices expressed to be given by any party to the Contract shall be in writing and shall be deemed to have been validly given (a) on the date of delivery to the address of the party concerned on the UPC or Call-Off (or if none its registered address), if delivered by hand, prepaid courier or email; (b) on the date of completion of transmission if sent by facsimile, when a complete and legible copy is received at the address referred to in (a); or (c) 3 normal business days after posting if sent by pre-paid first class post. All notices and other communications relating to or in respect of the Contract shall be in the English or Portuguese language.

15.3 Save in respect of fraud, the Contract and the respective Call-Off and any UPC represent the whole and only agreement between the parties in relation to the matters stated within them and supersedes any previous agreement between the parties in relation to that subject matter. Each party acknowledges that in entering into the Contract and any UPC or Call-Off it places no reliance on any representation, warranty, undertaking or other statement other than those contained within the Contract or such UPC or Call-Off.

15.4 No press release, public announcement or communication concerning any UPC or Call-Off or the Contract or the parties relationship shall be made by any Supplier without the prior written consent of Unilever.

15.5 The Contract (and each part including the Call-Off) may only be varied from time to time with the written agreement of the authorised representatives of the Buyer and Supplier.

15.6 No delay in exercising or non-exercise by any party of any of its rights under or in connection with the Contract shall operate as a waiver of that right.

15.7 Each Supplier is an independent contractor engaged by the Buyers to supply the Products. Nothing in the Contract shall make the Lead Supplier or any Supplier the legal representative or agent of Unilever or any 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, any Buyer or Unilever.

15.8 The parties do not intend that any term of the Contract should be enforceable whether by any person who is not a party to the Contract or a Unilever Group company. Only the consent of the Supplier and Unilever is required to amend the Contract.

15.9 The parties agree that the Contract (and each part including the Call-Off) and any UPCs and Call-Offs shall be governed by and construed in accordance with Brazilian law and (b) irrevocably submit to the exclusive jurisdiction of the Courts of the City of São Paulo, State of São Paulo, Brazil, to settle any dispute which may arise under or in connection with the Contract, or any UPC or Call-Off including injunctions and other protective and preliminary measures.

15.11. The parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in English and/or Portuguese, but in case of divergence between the two versions of the documents, the Portuguese version shall prevail.

November 1, 2012