General Terms and Conditions for the Purchase of Products and Services

Version December 2022

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 to a new supplier in respect of the Products/ Services as the Buyer may require to minimise any disruption and ensure continuity of the Buyer’s business and (b) the Supplier shall cease to use or vary the Agreement for any product (whether or not in final form) purchased by the Buyer. On termination, supplier undertakes to return or securely delete or destroy Buyer’s personal data, Confidential Information and/or commercial data.

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.

3. Delivery, Non-Performance & Termination

3.1. If the Supplier fails to deliver the Products/ Services in a timely manner and to comply with the Buyer’s requirements, Buyer may terminate the Agreement (in whole or in part) and may at any time cease to use any portion of the Agreement.

3.2. The Supplier’s failure to supply or to perform any of its obligations under the Agreement shall also result in termination of the Agreement.

3.3. Buyer may not terminate the Agreement for non-performance due to circumstances beyond its control, provided the Buyer has given the Supplier notice of the event.

3.4. Buyer may terminate the Agreement for non-performance if Buyer reasonable and in good faith determines that Buyer reasonably believes such non-performance is likely to cause Buyer material harm.

3.5. Buyer may terminate the Agreement for non-performance if Buyer reasonable and in good faith determines that Buyer reasonably believes such non-performance is likely to cause Buyer material harm.

3.6. The Supplier may not terminate the Agreement for non-performance if Buyer reasonable and in good faith determines that Buyer reasonably believes such non-performance is likely to cause Buyer material harm.

3.7. Buyer may terminate the Agreement for non-performance if Buyer reasonable and in good faith determines that Buyer reasonably believes such non-performance is likely to cause Buyer material harm.

4. Financial Matters

4.1. All prices quoted by the Supplier will be exclusive of any taxes, duties and other government charges.

4.2. The Supplier shall be responsible for all taxes, duties and other government charges levied in connection with the purchase of the Products/ Services.

4.3. All payment terms shall be in accordance with Buyer’s standard payment terms.

5. Confidentiality

5.1. The Supplier shall keep in strict confidence all information received from the Buyer in connection with the purchase of the Products/ Services.

5.2. The Supplier shall not use any information received from the Buyer in connection with the purchase of the Products/ Services for any purpose other than the performance of the Agreement.

5.3. The Supplier shall not disclose any information received from the Buyer in connection with the purchase of the Products/ Services to any third party without the prior written consent of the Buyer.

6. Limitation of Liability

6.1. The Supplier shall not be liable for any loss, damage or expense sustained by the Buyer as a result of the Supplier’s breach of the Agreement.

6.2. The Supplier’s liability for any loss, damage or expense sustained by the Buyer as a result of the Supplier’s breach of the Agreement shall be limited to the greater of (a) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense and (b) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense for the same period as the period during which the Supplier was in breach of the Agreement.

6.3. The Supplier’s liability for any loss, damage or expense sustained by the Buyer as a result of the Supplier’s breach of the Agreement shall be limited to the greater of (a) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense and (b) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense for the same period as the period during which the Supplier was in breach of the Agreement.

6.4. The Supplier’s liability for any loss, damage or expense sustained by the Buyer as a result of the Supplier’s breach of the Agreement shall be limited to the greater of (a) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense and (b) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense for the same period as the period during which the Supplier was in breach of the Agreement.

6.5. The Supplier’s liability for any loss, damage or expense sustained by the Buyer as a result of the Supplier’s breach of the Agreement shall be limited to the greater of (a) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense and (b) the amount paid by the Buyer to the Supplier in respect of such loss, damage or expense for the same period as the period during which the Supplier was in breach of the Agreement.

7. Dispute Resolution

7.1. Any dispute arising out of or in connection with the Agreement shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce.

7.2. The seat of the arbitration shall be New York, USA.

7.3. The language of the arbitration shall be English.

7.4. The decision of the arbitrator shall be final and binding on the parties.

7.5. The parties agree to bear their own costs and expenses incurred in connection with the arbitration.

8. Governing Law

8.1. The Agreement and the performance thereof shall be governed by and construed in accordance with the laws of the State of New York, USA.

8.2. Any dispute arising out of or in connection with the Agreement shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce.

8.3. The seat of the arbitration shall be New York, USA.

8.4. The language of the arbitration shall be English.

8.5. The decision of the arbitrator shall be final and binding on the parties.

8.6. The parties agree to bear their own costs and expenses incurred in connection with the arbitration.

9. Entire Agreement

9.1. The Agreement constitutes the entire agreement between the parties with respect to all transactions covered thereby.

9.2. The Agreement may not be amended or modified except in writing signed by both parties.

9.3. The Agreement supersedes all prior negotiations, understandings and agreements between the parties.

10. Notices

10.1. All notices required or permitted hereunder shall be in writing and shall be delivered personally, sent by certified or registered mail, return receipt requested, or transmitted electronically, to the parties at the addresses stated in the Agreement.

10.2. Notices required or permitted hereunder shall be deemed given on the date of receipt or, if mailed, on the fifth business day after mailing.

11. Waiver

11.1. The failure of any party to assert a breach of any term of the Agreement shall not be deemed a waiver of the right to assert any breach of such term.

11.2. Any waiver by a party of a breach of any term of the Agreement shall not be deemed a waiver of the right to assert any subsequent breach of such term.

12. Severability

12.1. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

12.2. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

12.3. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

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product incorporating the Products to the extent that such Recall arises as a result of the Products or Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.

3.6. 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.

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

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

5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Agreement.

5.2. at the time of provision, the Products/Services shall, where applicable, be (a) supplied or

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 (whether such risk arises as a result of non-conforming Products or otherwise).

3.2. If any Products/Services do not comply with the Agreement, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming Products/Services and/or require the Supplier to re-supply non-conforming Products/Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to replacement of non-conforming Products/Services.

3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product or 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 obliged to take including communicating with any governmental body.

3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Unilever products without the prior written consent of Unilever, which consent shall not be unreasonably withheld.

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
manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications"), (b) of good quality, (c) free from any defects, (d) fit for the purpose for which they are reasonably expected to be used and (e) free from any liens, claims, pledges or other encumbrances;

5.3. the Products/ Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable, and shall indemnify, and hold harmless all UGCs from and against all losses incurred in connection with such claim;

5.4. it shall and the applicable Products/Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/ Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell the 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 Partner Policy Requirements and USGS:

All references to “You” under this clause are hereby deemed to mean the Supplier.

6.1. (a) You confirm that you have read Unilever’s Responsible Partner Policy ("RPP") as found at http://www.unilever.com/responsible-partner-policy and understand that it replaces all previous versions of the Responsible Sourcing Policy, Supplier Code or Responsible Business Partner Policy. You represent that you have your own codes of conduct and associated policies and procedures that are consistent with the requirements of the RPP. You therefore agree that you shall ensure that:

(i) you support and implement the supply chain codes of conduct of your affiliated group companies and each can and that you shall meet or exceed all of the requirements of the RPP, inclusive of:

(1) mandatory requirements;

(ii) related Mandatory Management Systems; and

(iii) as they become binding under the terms of the RPP, the future Mandatory Requirements.

These three types of requirements are each set-out in the RPP (and are individually and together "RPP Requirements").

(b) You must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System ("USQS") or other applicable onboarding platform for downstream partners and any other non-professional third parties, and complete any steps required to achieve compliance under such platform, including re-registering and updating information related to your organisation and (at your cost) any third-party audits as or when required by Unilever and to rectify any non-compliance identified in such audits within a timeframe stipulated by Unilever.

6.2. ABC Requirements

(a) Without limiting any of the RPP Requirements, you represent and undertake that:

(i) at the date of the entering into force of the Agreement, you, your directors, officers or employees who have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other undue advantage of any kind (or implied that they will or might do anything such at any time in the future) in any way connected with the Agreement and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties subject to your control or determining influence, from doing so.

(ii) at all times in connection with and throughout the course of the Agreement and thereafter, you will comply with and that you will take reasonable measures to ensure that your subcontractors, agents or other third parties subject to your control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Agreement, as if written out in the Agreement in full.

(iii) No payment shall be made by the Supplier or any of its partners or agents, or any third party on the Supplier’s behalf, to any public or private official, whether in the public or private sector, in any country, to obtain or retain business or to influence any act or decision of the official in which the official has a specific or determinative influence, and that you, your directors, officers or employees who have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other undue advantage of any kind (or implied that they will or might do anything such at any time in the future) in any way connected with the Agreement and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties subject to your control or determining influence, from doing so.

(1) Without limiting any of the RPP Requirements, you represent and undertake that:

(i) the mandatory requirements of the RPP, inclusive of:

(1) mandatory requirements;

(ii) related Mandatory Management Systems; and

(iii) as they become binding under the terms of the RPP, the future Mandatory Requirements.

These three types of requirements are each set-out in the RPP (and are individually and together "RPP Requirements").

(b) You must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System ("USQS") or other applicable onboarding platform for downstream partners and any other non-professional third parties, and complete any steps required to achieve compliance under such platform, including re-registering and updating information related to your organisation and (at your cost) any third-party audits as or when required by Unilever and to rectify any non-compliance identified in such audits within a timeframe stipulated by Unilever.
The requirements within (a), (b) and (c) above are the “Economic Sanctions Requirements”:

(a) You represent and warrant on the date of this Agreement, on the date of any invoice issued under this Agreement or a related PO, on each date on which each shipment or delivery of products, services and/or materials is dispatched and on each date on which any invoice is settled, that you are: (1) not named on a governmental asset freezing or restricted list, including but not limited to: the United Kingdom Consolidated List of Sanctions Targets, the European Union Consolidated List of Sanctions against individuals, groups, and entities subject to EU financial sanctions and the United States Special Designated Nationals and Blocked Persons List; (2) not organized under the laws of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; and (3) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together, “Restricted Party”), and (4) has not breached any Trade Control Laws.

(b) You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). “Trade Control Laws” means all applicable trade or economic sanctions or embargoes, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, or applicable to the use of a currency or a method or route of payment, as the same may be applicable directly or indirectly to you or your value chain. Such laws shall be deemed always to include such laws or regulations in force at the time within the European Union, the United Kingdom, the United States of America. Without limiting the forgoing, in connection with your performance of the contract documents, you shall: (1) not transact (directly or indirectly) with a Restricted Party; and (2) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. For territories regulated by Unilever as medium or higher-risk territories, as the same are listed from time to time on https://www.unilever.com/supplie rs/terms-and-conditions/, you agree to promptly disclose for medium or higher-risk territories all information requested reasonably by Unilever in order to verify your compliance with this paragraph along the entire value chain, so as to verify that no breach of Trade Control Laws has occurred or is occurring.

(c) Without limiting other requirements, you must (at your own cost) maintain comprehensive, accurate and reliable records of all activities undertaken to comply with the foregoing Economic Sanctions Requirements, evidencing in particular your screening of counterparties and their paying and remitting banks at each stage of the value chain for the involvement of Restricted Parties. You shall promptly alert Unilever to any known potential or apparent violations of any of the Economic Sanctions Requirements and cooperate in any investigation or remedial action.

6.4 Breach of RPP, ABC, or Economic Sanctions Requirements

(a) You shall promptly alert Unilever:

(i) regarding any known potential or apparent violations of any of the RPP, ABC, or Economic Sanctions Requirements, and cooperate in any investigation thereof and remedial action;

(ii) if a public official (or a person who has been a public official within the previous two years) becomes a significant shareholder (>25% shareholding), a member of the senior management team, member of the Board of Director, or key individual in your company group or in an associated person, including subcontractors who will be responsible for the provision of goods / services to Unilever; and

(iii) if, at any point, you are unable to

6.5 Economic Sanctions Compliance Requirements

The requirements within (a), (b) and (c) above are the “Economic Sanctions Requirements”:

(a) You represent and warrant on the date of this Agreement, on the date of any invoice issued under this Agreement or a related PO, on each date on which each shipment or delivery of products, services and/or materials is dispatched and on each date on which any invoice is settled, that you are: (1) not named on a governmental asset freezing or restricted list, including but not limited to: the United Kingdom Consolidated List of Sanctions Targets, the European Union Consolidated List of Sanctions against individuals, groups, and entities subject to EU financial sanctions and the United States Special Designated Nationals and Blocked Persons List; (2) not organized under the laws of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; and (3) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together, “Restricted Party”), and (4) has not breached any Trade Control Laws.

(b) You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). “Trade Control Laws” means all applicable trade or economic sanctions or embargoes, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, or applicable to the use of a currency or a method or route of payment, as the same may be applicable directly or indirectly to you or your value chain. Such laws shall be deemed always to include such laws or regulations in force at the time within the European Union, the United Kingdom, the United States of America. Without limiting the forgoing, in connection with your performance of the contract documents, you shall: (1) not transact (directly or indirectly) with a Restricted Party; and (2) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. For territories regulated by Unilever as medium or higher-risk territories, as the same are listed from time to time on https://www.unilever.com/supplie rs/terms-and-conditions/, you agree to promptly disclose for medium or higher-risk territories all information requested reasonably by Unilever in order to verify your compliance with this paragraph along the entire value chain, so as to verify that no breach of Trade Control Laws has occurred or is occurring.

(c) Without limiting other requirements, you must (at your own cost) maintain comprehensive, accurate and reliable records of all activities undertaken to comply with the foregoing Economic Sanctions Requirements, evidencing in particular your screening of counterparties and their paying and remitting banks at each stage of the value chain for the involvement of Restricted Parties. You shall promptly alert Unilever to any known potential or apparent violations of any of the Economic Sanctions Requirements and cooperate in any investigation or remedial action.

6.6 Disposal of Goods / Services to Unilever

You, your group affiliated companies, by subcontractors, agents or other third parties to anyone for any reason on behalf of or for the benefit of a Unilever Group company which is not properly and accurately recorded in your books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation.

6.7 Economic Sanctions Compliance Requirements

The requirements within (a), (b) and (c) above are the “Economic Sanctions Requirements”:

(a) You represent and warrant on the date of this Agreement, on the date of any invoice issued under this Agreement or a related PO, on each date on which each shipment or delivery of products, services and/or materials is dispatched and on each date on which any invoice is settled, that you are: (1) not named on a governmental asset freezing or restricted list, including but not limited to: the United Kingdom Consolidated List of Sanctions Targets, the European Union Consolidated List of Sanctions against individuals, groups, and entities subject to EU financial sanctions and the United States Special Designated Nationals and Blocked Persons List; (2) not organized under the laws of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; and (3) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together, “Restricted Party”), and (4) has not breached any Trade Control Laws.

(b) You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). “Trade Control Laws” means all applicable trade or economic sanctions or embargoes, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, or applicable to the use of a currency or a method or route of payment, as the same may be applicable directly or indirectly to you or your value chain. Such laws shall be deemed always to include such laws or regulations in force at the time within the European Union, the United Kingdom, the United States of America. Without limiting the forgoing, in connection with your performance of the contract documents, you shall: (1) not transact (directly or indirectly) with a Restricted Party; and (2) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. For territories regulated by Unilever as medium or higher-risk territories, as the same are listed from time to time on https://www.unilever.com/supplie rs/terms-and-conditions/, you agree to promptly disclose for medium or higher-risk territories all information requested reasonably by Unilever in order to verify your compliance with this paragraph along the entire value chain, so as to verify that no breach of Trade Control Laws has occurred or is occurring.

(c) Without limiting other requirements, you must (at your own cost) maintain comprehensive, accurate and reliable records of all activities undertaken to comply with the foregoing Economic Sanctions Requirements, evidencing in particular your screening of counterparties and their paying and remitting banks at each stage of the value chain for the involvement of Restricted Parties. You shall promptly alert Unilever to any known potential or apparent violations of any of the Economic Sanctions Requirements and cooperate in any investigation or remedial action.

6.8 Disposal of Goods / Services to Unilever

You, your group affiliated companies, by subcontractors, agents or other third parties to anyone for any reason on behalf of or for the benefit of a Unilever Group company which is not properly and accurately recorded in your books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation.
to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions

(b) If any member of your company group fails to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, then Unilever considers that such a breach can be remedied, you 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 occur again.

(c) If Unilever has a reasonable basis to believe that a member of your company group or any subcontractor of the same is not in compliance with or does not meet one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, or where concerns arising out of a confirmed breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, then Unilever shall have the right, exercisable at its sole discretion:

(i) to suspend by notice, without Unilever Group company liability arising, immediately any and all services and payments under any purchase order and/or this Agreement; and/or

(ii) to terminate without Unilever Group company liability arising, immediately on notice any purchase order and/or this Agreement. and/ or

(d) Without limiting the rights under this clause, any breach of the RPP, ABC, or Economic Sanctions Requirements shall be rectified by you at your cost within the timeframe stipulated by Unilever and shall be prevented from re-occurrence.

(e) You agree to indemnify and hold each Unilever Group company and their officers harmless against all costs, claims, damages and expenses which Unilever Group companies or their contractors may be liable for or suffer, including fines and costs of defence, and settlements payable to an entity or person, due to any alleged or actual failure by you or your company group to comply with or failure to meet one or more of the RPP, ABC or Economic Sanctions Requirements.

6.5. Update of RPP, ABC, or Economic Sanctions

Requirements:

Unilever may from time to time amend and update the RPP, ABC and Economic Sanctions Requirements, and shall inform you of such amendments and updates, at no cost to Unilever. If you are not then able to meet one or more of the requirements imposed by the amendments or updates, then you must contact Unilever within 8 weeks of Unilever informing of such amendment or update in order to agree with Unilever an implementation plan and schedule for such requirements. Where any failure to meet or failure to comply with RPP, ABC, and Economic Sanctions Requirements leads to a breach of applicable law by you, you must inform Unilever and comply with the requirement and the applicable law immediately.

Notwithstanding the conflict provisions of these Terms, Parties agree that (i) where a Unilever Purchasing Agreement, Unilever contract or other written contract exists, where such written contract does not explicitly refer to the RPP, or (ii) in the absence of any written agreement, that this clause shall apply. Where parties have any agreed deviations to the RPP, such agreed RPP shall be incorporated into these terms and shall prevail in the event of conflict with the RPP.
The Supplier shall complete and create under this Agreement, the Products/Services without sublicense to use, reproduce, modify, incorporate, develop or supply the Products/Services.

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 repackers to utilize customized IP owned or licensed by any UGC (“Unilever IP”) to create and distribute any lookalikes, counterfeit, defective or surplus materials containing or embodying any Unilever IP.

8.3. The Supplier a) shall supply all Products/Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall not procure that its affiliates do not supply such Products/Services or any components that contain Unilever IP (or any products which embody any Unilever IP), or to 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 usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

9. Data Protection and Privacy

The Supplier shall ensure that all information handled or transmitted by it (including Confidential Information), including personal data and personal information, is processed in accordance with this Agreement and any corresponding national laws or regulations; (i) the EU General Data Protection 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) any corresponding guidance, codes or certification mechanisms of the relevant regulatory authority regarding such laws; "including," "includes" means "including/Includes without limitation" and "such laws;"
9.9. The Supplier shall ensure that its personel 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 companies) and each subcontractor has done so.

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.
Protection Laws.  

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, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed related information throughout), 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 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 respond to any objection raised by UGC including, if UGC’s objection cannot be adequately addressed, the appointment of an alternative sub-processor.  

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.  

9.16. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EAA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws.  

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.  

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 personal 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 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 Supplier; or  
(b) on no less than 7 days’ written notice where there is material or deliberate or persistent non-compliance with clause 6.1; or  
(c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days; or  

(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.  

By: [insert signature]  

For: [insert name]  

11.3. If the Supplier becomes aware of any Personal Data Breach, it shall without 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 related information throughout), and cooperate in informing the relevant supervisory authorities or affected Data Subjects.  

11.4. 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 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 respond to any objection raised by UGC including, if UGC’s objection cannot be adequately addressed, the appointment of an alternative sub-processor.  

11.5. 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.  

11.6. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EAA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws.  

11.7. 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.
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.

(excluding email) by each party.

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 those 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 trust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that 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 other than a party to the Agreement, their successors and permitted assigns 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 this 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 material from any force majeure or any clause expressed or implied, not affect clauses 1.4, 3.3, 3.4, 3.5, 11.4.

11.2 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.

11.3 The Supplier is an independent contractor, or if any clause expressed or implied, not affect clauses 12.6, 12.7, 12.8, 12.9.

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, 10.4, 11, 12 Annex A or any clause expressed or designed to survive expiry or termination.

11.5 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.

11.6 The Supplier hereby transfers, conveys and assigns to the Buyer all right, title and interest in and to all claims and/or causes of action that the Supplier may have under the trust or competition laws of any applicable jurisdiction arising out of or relating to the Supplier's purchases of any item that is, or will be supplied to the Buyer. Upon request by the Buyer, the Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.
materials, and strike and other labour disputes at the 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 invalid, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or the Agreement shall not in any way be affected. The parties agree to modify or adjust for any substitute for any invalid, illegal or unenforceable 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 the local language version of the Agreement (or part)), the parties agree, to the extent permitted by applicable laws, 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 are 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

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 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 Supplier does not have any obligation to do so. All removal, destruction and other costrelating 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 application of the 1980 Vienna jurisdiction is that where Buye


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 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 Supplier does not have any obligation to do so. All removal, destruction and other costrelating 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.

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.

Signed

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for and on behalf of Supplier

Name

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Date

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Position

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 توقيع

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باسم وبالنيابة عن المورد

الاسم

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التاريخ

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المنصب

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