

The agreement between you ("Supplier") and the Unilever group company ("UGC") ordering ("Buyer") (Supplier and Buyer, collectively the "parties") any product and/or service (Products/Services), these General Terms and Conditions for the Purchase of Products and Services as may be amended or added to by any applicable Specific Terms and Conditions (such as but not limited to Supply of Products, Supply of IT Services and Country Specific Clauses) set forth on [www.unilever.com/aboutus/suppliers/termsandconditions](http://www.unilever.com/aboutus/suppliers/termsandconditions) ("GTC") shall apply to any Buyer purchase order, or other means of buying, requesting or specifying a supply of a service and/or product ("PO", together with the GTCs, the "Agreement"). In this Agreement "Intellectual Property Rights" or "IP" means all intellectual property rights throughout the world, including patents, utility models, trade and service marks, trade and business names, domain names, rights in designs, copyrights, moral rights, topography rights, and rights in databases and know-how, in all cases whether or not registered or registerable, including registrations and rights to apply for the same, together with all analogous rights of a similar nature or effect anywhere in the world.

## 1. Supplier Acceptance of Terms:

The parties' acceptance is limited to the express terms of the Agreement and does not include any additional or different terms proposed by Supplier or any other party, including but not limited to any general terms and conditions of trade. Any additional or different terms, express or implied, are deemed to be material alterations and are objected to and rejected by Buyer.

## 2. Supply of Products/Services

2.1. Any items, services, functions or responsibilities not specifically described in the Agreement and which is reasonably necessary for the proper supply of Products/Services are deemed to be included within the scope of the Products/Services to be delivered for the price agreed to in the Agreement.

2.2. Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of Buyer provided from time to time. 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.

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

2.4. If any Products/Services do not comply with the Agreement or are not provided in full within the agreed time Buyer may, at its discretion reject the non-conforming or late Products/Services and/or require Supplier to re-supply non-conforming Products/Services at 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 Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services.

## 3. Ordering

3.1. 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 the Agreement. Buyer may cancel a rejected PO in whole or in part. No correspondence specifying a volume of Products/Services to be purchased by Buyer shall be binding unless stated in the Agreement. Buyer may forward non-binding estimates of requirements to Supplier. Such estimates are only intended to assist Supplier in scheduling its production and delivery of Products or provision of Services.

## 4. Price and Payment

4.1. The price for the Products/Services shall be as set out in the Agreement ("Price"). Buyer may at any time, without notice to Supplier, deduct or set off any sum payable by Supplier to Buyer. The Price shall be exclusive of Value Added Tax or similar sales or transaction taxes ("VAT") unless otherwise specified in the Agreement. VAT will be added according to the local legal requirements of the invoicing country and will be paid by Buyer upon receipt of a valid tax invoice which meets local legal requirements. Invoices shall comply with the invoicing requirements set forth on [www.unileversuppliers.com](http://www.unileversuppliers.com). Payment terms are 90 days from valid receipt of invoice or receipt of Products/Services if later, except as otherwise specified in the Agreement or if restricted under local legal requirements. 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 Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.

4.2. At the time of payment, Buyer may be obliged to withhold taxes, if applicable, on all payments due to Supplier under the terms of the Agreement. Buyer will not gross-up the payment to Supplier to compensate for any withholding taxes. Buyer will provide supporting withholding tax payment documents to Supplier and/or its affiliate(s) on request. Both parties shall cooperate in advance of the invoice to comply with and secure any exemption or reduction of withholding tax rate under local law or any applicable double taxation treaty.

## 5. Representations and Warranties

5.1. Supplier represents, warrants and undertakes to Buyer that: (a) it shall supply to Buyer, 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; (b) it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfil its obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, Intellectual Property Rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement; (c) at the time of provision, the Products/Services shall, where applicable, be (i) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer

("Specifications"), (ii) of good quality, (iii) free from any defects, (iv) fit for the purpose for which they are reasonably expected to be used, and (v) free from any liens, claims, pledges or other encumbrances; (d) the Products/Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by any UGC and its contractors thereof shall not infringe the IP rights or any other rights of any third party. In the event of a third party claim for IP or other right infringement in breach of the Agreement, Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against all losses incurred in connection with such claim; (e) it, and the Products/Services supplied, shall comply with 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 any UGC will or may use the Products/Services or sell products incorporating the Products and Supplier shall provide Buyer with the information reasonably required by Buyer in order for any UGC to utilise the Products/Services in compliance with Applicable Laws; and (f) it has not and will not engage in any anti-competitive or unfair trade practices that may adversely affect Buyer or its customers, and Supplier will promptly notify Buyer of any investigation or claim by any competition authority or third party alleging such practices.

## 6. Responsible Business Requirements

6.1. Supplier (including any affiliated group companies) confirms that it has codes of conduct and associated policies and procedures, that are consistent with the requirements of Unilever's Responsible Partner Policy requirements set forth on [www.unilever.com/partnerpolicy](http://www.unilever.com/partnerpolicy) ("RPP"), and warrants that it has conducted and will conduct regular due diligence on its own codes of conduct, policies and procedures, and those of its subcontractors and suppliers, to ensure their consistency and compliance with the requirements of this clause

6.2. At Buyer's request Supplier shall register with the applicable onboarding platform and keep such information updated upon any change or at least on an annual basis.

6.3. Supplier shall undertake third-party Responsible Business audits required by Buyer at its own cost and rectify any non-compliance identified in such audits within a reasonable timeframe stipulated by Buyer.

6.4. Where Supplier materially fails to meet the requirements of clause 6.1 and Buyer considers that such failure can be remediated then Supplier shall take steps reasonably stipulated by Buyer to remedy the failure and ensure further failures do not occur.

## 7. Conflict Minerals

7.1. At Buyer's request Supplier shall complete a questionnaire identifying the potential presence of "conflict minerals" (as defined under Applicable Laws) in any Products/Services. If required by Buyer, Supplier shall perform appropriate due diligence on its supply chain to identify the actual presence and origin of conflict minerals in any Product no later than thirty (30) days following each calendar year.

## 8. Compliance with laws and regulations

8.1. Supplier represents and undertakes that it will, at all times, comply with all applicable laws and regulations, including, without limitation, all anti-tax evasion, anti-fraud, anti-bribery and corruption, and financial sanctions, trade sanctions and export or import controls ("Applicable Law"). Applicable law shall include all laws of the European Union, United Kingdom and United States together with any other applicable laws. Supplier shall use best endeavours to ensure that any person performing services for or on behalf of Buyer complies with Applicable Laws. Supplier further represents and undertakes that it has obtained and will maintain all necessary licenses, permits, authorizations, consents, and approvals required for the supply of Products/Services under Applicable Laws, and that Supplier will provide Buyer with copies of such documents, including screening results, at Buyer's reasonable request, in order to verify compliance with Applicable Laws.

8.2. Supplier undertakes to notify Buyer as soon as reasonably practicable if it has reasonable cause to suspect that any breach of Applicable Laws has occurred or will occur. If Supplier becomes aware of any breach of Applicable Laws, it shall take any measures stipulated by Buyer to remedy the breach. If Buyer considers, at its sole discretion, that the breach cannot be remedied, Buyer shall have the right without Buyer liability arising to: (a) suspend immediately any and all services and payments under any PO and/or the Agreement; and/or (b) terminate immediately any PO and/or the Agreement.

## 9. Confidentiality

9.1. Buyer will disclose or make available to Supplier information relating to Unilever group business or products (the information, including the existence and content of the Agreement: "Confidential Information"). Additionally, Supplier shall treat all deliverables, records, and IP rights in the deliverables, including any customisations to the Products/Services, as Confidential Information made available to Supplier by Buyer under this Agreement. Supplier undertakes to: (a) keep all Confidential Information strictly confidential; (b) not use any Confidential Information for any purpose other than in complying with its obligations under the Agreement; and (c) not disclose any Confidential Information to any person other than its officers and employees, except to the extent necessary for performing its obligations under the Agreement, provided the undertaking shall not apply to the extent Confidential Information is in the public domain through no fault of Supplier, or where Supplier is required to disclose it by law. Any breach of Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by 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 Buyer or, if requested, destroyed on termination or expiry of the Agreement.

## 10. Privacy / Data Protection / Use of AI

10.1. The parties agree to comply with all applicable privacy laws and regulations in connection with the performance of the Agreement. Furthermore, Supplier shall adhere to the Data Protection, Privacy, and Cyber Security set forth on [www.unilever.com/dataprotectionpolicy](http://www.unilever.com/dataprotectionpolicy).

10.2. Supplier acknowledges that safeguarding personal data and ensuring the confidentiality, integrity, and availability of such data is essential to fulfilling its obligations under the Agreement and Supplier's obligations under this clause include implementing appropriate technical and organisational measures to protect personal data against



unauthorized or unlawful processing, accidental loss, destruction, or damage.

10.3. Supplier shall notify, take part in assessments and provide information as reasonably required by Buyer, relating to the use of any artificial intelligence ("AI") system in the performance of the Agreement. Any such AI system must: (a) be deployed with any appropriate safeguards required by Applicable Law; (b) not be a Prohibited AI Practice within the scope of Article 5 of the AI Act (Regulation (EU) 2024/1689) ("EU AI Act"); (c) be designed not to undertake any activities or practices prohibited under Applicable Law; (d) not result in risk to the health and safety or fundamental rights of any individual; and (e) unless with Buyer's prior written approval, not be a High Risk AI System (as defined in the EU AI Act). Where Buyer has approved the use of a High Risk AI System, Supplier shall comply with all Applicable Law provisions applicable to a Provider (as defined in the EU AI Act). Where Buyer or any relevant UGC is deemed a Provider, Supplier shall provide Buyer with all information it or such other UGC requires to run the AI system in compliance with Applicable Law and use all reasonable endeavours to procure that Supplier's vendors enter into agreements with Buyer or such other UGC to enable it to meet its Provider obligation.

10.4. Supplier warrants, represents and undertakes to Buyer to take all steps necessary to ensure that it does not transfer or licence any right, title or interest in any AI System inputs or outputs to the Provider or any third party, other than and limited to: (a) allowing the Provider to provide the AI system's functionality under the Agreement; (b) fraud monitoring; and (c) regulatory and information security purposes.

10.5. Any breach of these provisions may result in immediate corrective action and potential termination of the Agreement.

## 11. Intellectual Property Rights

11.1. Each of Supplier and the relevant UGC shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). Relevant UGC shall be and remain the owner of IP and other rights, whether existing or future, relating to or created in the course of Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to Buyer or such UGC as Buyer may direct with full title guarantee, the IP and other rights in the deliverables, including any customisations to the Products/Services, but excluding Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to relevant UGC, a world-wide, perpetual, irrevocable, exclusive (unless Buyer agrees otherwise in writing), assignable, royalty-free licence (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 form containing all necessary information including the author, work, date and place.

11.2. Supplier shall permit the use of its and its affiliates' and suppliers 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") under the Agreement to make, use, modify, incorporate, develop or supply the Products/Services.

11.3. Supplier a) shall supply all Products/Services that require Unilever IP exclusively for each relevant UGC and (b) shall not and shall procure that its affiliates do not supply such Products/Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

11.4. Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are returned to Buyer or, at Buyer's option, rendered unsuitable for usage. Supplier shall provide evidence of compliance with this provision to Buyer when required.

## 12. Records and Business Continuity

12.1. Supplier shall keep appropriate records (including in respect of ingredients, components and quality control) for no less than 6 years, or 7 years for financial information.

12.2. Supplier shall at all times upon reasonable notice, allow Buyer to enter, access, inspect and audit (a) all information, documentation and records related to the Products/Services; and (b) the location, equipment, stocks, methods used, and the performance by Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/Services.

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

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

## 13. Term and Termination

13.1. 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.

13.2. Upon expiry or termination of the Agreement (in whole or in part) for any reason 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 Buyer may require to minimise any disruption and ensure continuity of Buyer's business and (b) Supplier shall cease to use for any purpose, and shall deliver to Buyer, in Buyer's chosen format, on media free of viruses, within 5 days of expiry or termination, any work product (whether or not in final form) purchased by Buyer. On termination, supplier undertakes to return or securely delete or destroy Buyer's personal data, Confidential Information and/or commercial data.

13.3. In case of partial termination this clause 13 shall apply only to the work product relating to the terminated part of the Agreement.

13.4. The Agreement may be terminated earlier in whole or part by Buyer without any penalty or further obligation or liability: (a) immediately on material breach of any Applicable Law or of clauses 8 (Compliance with laws and regulations) or 10 (Privacy and Data Protection Obligation); (b) on 10 days' written notice in the event of material breach of this Agreement by Supplier or breach by Supplier of more than 20% of the number of POs submitted by Buyer in any preceding 3 month period; (c) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with clauses 6 (Responsible Business Requirements) or 7 (Conflict Minerals); (d) on giving notice in the event of a Force Majeure Event affecting Supplier which continues for more than 10 days; (e) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or (f) immediately or at a later specified date if Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

13.5. Any individual PO under this Agreement may be terminated earlier by Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

13.6. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 5, 9, 10 to 12, 14 and 16 or any clause expressed or designed to survive expiry or termination.

## 14. Indemnity

14.1. Supplier agrees to indemnify and hold each UGC, Buyer and their respective officers harmless against all costs, claims, damages and expenses which UGC, Buyer 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 action giving rise to a reasonable cause to suspect the breach of any Applicable Laws, or infringement of IP or other rights in breach of warranties given herein.

14.2. Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.

## 15. Miscellaneous

15.1. Buyer may assign the Agreement in part or in full to another UGC or to the purchaser of the business the Agreement relates to. Otherwise, assignment (including by operation of law) or other disposal of the Agreement (in whole or in part), or subcontract of any duties or obligations under the Agreement, requires written consent.

15.2. No delay or failure to exercise any right, power or remedy shall operate as a waiver. Any amendment, waiver or release of any right, power or remedy shall be in writing (excluding email).

15.3. Supplier is an independent contractor and not the legal representative or agent of (or be in partnership with) Buyer. No party has the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of, the other.

15.4. Supplier is responsible for its employees, subcontractors, agents and representatives. No liability or obligations pass to Buyer or any UGC.

15.5. Supplier is responsible for itself, its affiliates and subcontractors with: (a) compliance with health and safety laws and regulations, permits and registrations applicable performance or delivery of Products/Services, and applicable UGC requirements relating to health, safety and security and, in case of access to a UGC site, (b) compliance with applicable site codes and policies and reporting on a timely and prompt basis of any health and safety incidents involving its personnel or its affiliates and subcontractor personnel, and (c) cooperation with each relevant UGC in any investigations or reviews. Supplier agrees to defend, indemnify and hold each UGC harmless for any claims, losses, damages, and injuries (including personal injury or death or property damage) arising out of its or its affiliates' or subcontractors' non-compliance with the above or otherwise caused by Supplier's or its affiliates' or subcontractors' negligent acts or omissions.

15.6. 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 any applicable jurisdiction's antitrust or competition laws arising out of or relating to Supplier's purchases of any item that was, is or will be supplied to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

15.7. Only parties to the Agreement, their successors and permitted assignees and any UGCs upon whom it confers a benefit, can enforce the Agreement.

15.8. A party unable to perform its obligations due to an event beyond its reasonable control, including but not limited to Buyer's inability to receive, accept, or use Products ("Force Majeure Event"), shall be excused from performance for the duration and extent of the Force Majeure Event, provided that: (a) the affected party has promptly notified the other in writing of the occurrence of the Force Majeure Event, detailing the nature and expected duration of the event; (b) the affected party has used all reasonable efforts to mitigate the impact of the Force Majeure Event and resumed performance of its obligations as soon as reasonably possible; and (c) the following shall not constitute a Force Majeure Event as regards Supplier: failure of mechanical equipment, computer hardware, and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery issues related to raw materials, strikes and other labour disputes involving Supplier's representatives (or its affiliates or their representatives).

15.9. Illegal, invalid or unenforceable provisions do not affect the rest of the Agreement and the parties agree to modify or attempt to substitute any such provisions with legal, valid or enforceable provisions to achieve to the greatest extent possible the same effect.

15.10. The parties may agree to append a local (to Supplier) language translation of all or part of the Agreement. In case of language conflict, the English version shall prevail.

15.11. Supplier shall and shall procure relevant third parties do all such things, including



signing or executing such documents as may be reasonably required to give effect to the provisions of this Agreement.

## **16. Laws and Jurisdiction**

16.1. Unless otherwise agreed, the Agreement is governed by and construed in accordance with the laws of the country Buyer is incorporated or formed, and its competent courts shall have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement. The application of the 1980 Vienna Convention on the International Sale of Goods is excluded.

