

**UNILEVER ASIA PRIVATE LIMITED (“UNILEVER”)**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
Version: June 2022

All sales of Goods made by Unilever are made on these Terms, the terms of any distribution agreement between Unilever and Customer and any agreed INCOTERM (2020) only (the “Contract”) and no other warranties, conditions or representations are made by Unilever to any Customer. The Contract supersedes all previous Unilever terms of trading. No variation to the Contract whether contained in any Customer documentation or otherwise shall be binding on Unilever unless expressly agreed in writing and signed by an authorised representative of Unilever. Unilever reserves the right to amend these Terms and Conditions of Sale at any time.

**1. INCORPORATION OF TERMS** On acceptance by Unilever in writing (via email, order confirmation, or otherwise in accordance to local industry norms) of a purchase order submitted by Customer, Unilever agrees to sell and Customer agrees to buy the goods set out in the invoice issued by Unilever upon receipt of Customer’s purchase order (“Goods”) for resale in the area and/or channel(s) agreed between the parties from time to time (“Service Area”) on the terms of the Contract.

**2. ORDERS** All orders are taken subject to availability and acceptance by Unilever. Acceptance of any order is at Unilever’s discretion. Unilever may cancel, without liability, any order or portion thereof should manufacture of the Goods be discontinued, hindered or prevented for any reason. Unilever does not operate a sale or return policy. Unless expressly agreed in writing between Unilever and Customer, Unilever has no obligation of exclusivity in respect of the sale of the Goods to Customer.

**3. PRICES** The price of a Product will be notified by Unilever to Customer from time to time. Goods will be invoiced at the price applicable as at the date of delivery. The price is inclusive of trade margins, advertising, marketing and any agreed promotional expenses and all other costs and expenses to be incurred by Unilever based on the Incoterm agreed between the parties including but not limited to insurance, freight and transport fees. All VAT, customs duties or any other applicable taxes shall be borne by Customer. Unilever will recommend a resale price for the Goods. Resale price is at Customer’s discretion.

**4. PAYMENT** Customer shall make payment on the terms specified in the relevant price list or order confirmation. Payment shall be made in full, without any deduction, withholding, set-off or counterclaim for any reason. Failure to make payment on the due date shall entitle Unilever, without prejudice to any other rights or remedies, to suspend all further deliveries to Customer and/or charge interest on outstanding amounts. Such interest shall accrue and be calculated on a daily basis, both before and after any judgment, at 12% per annum for the period from the day after the due date for its payment until the date on which it is actually paid, inclusive. Time for payment shall be of the essence.

Without prejudice to any other of Unilever’s rights, if a delivery is refused or withdrawn at no fault of Unilever or of any carrier appointed by Unilever, then Unilever reserves the right to cancel the order and to pass on any costs incurred to Customer. Goods shall be deemed to have been inspected and accepted on delivery and any claims relating to damage or shortfalls shall be made by Customer immediately on or before acceptance of the Goods. Any claim that a Good is defective in any other way must be notified to Unilever within 3 weeks of the delivery date; any claim made after this period will be inadmissible.

**6. TITLE AND RISK** Title (i) Where Goods are delivered cross-border, Unilever shall retain legal and beneficial ownership until just before Goods are imported into the destination country(ies) as pre-agreed between Unilever and Customer where the Customer or its customers/partners/representatives will be the importer of record (“**Destination Country(ies)**”), and Customer shall be responsible for all import formalities in the Destination Country(ies); Unilever shall in no event have title to or beneficial ownership of Goods in the Destination Country(ies); and (ii) where Goods are delivered to the Customer within a country, title and beneficial ownership shall pass to the Customer at the point of physical delivery. GST/VAT Where Goods are represented to be intended for export after delivery, Customer shall be responsible for ensuring export and providing written proof of such export to Unilever immediately. Unauthorised retailing of Goods by Customer intended for export In the event that any Goods intended for export are discovered retailing in the country of delivery, Customer shall be deemed to have committed a material breach of this Contract and, without prejudice to any of Unilever’s rights under contract or at law, Unilever shall have the right to terminate this Contract with immediate effect upon written notice to Customer, and Customer shall be responsible for the payment of all leviable VAT/GST which Unilever will charge by way of a separate invoice, and to ship all Goods in the relevant batch to the Destination Country(ies) as instructed by Unilever, with all penalties, taxes and costs (including all insurance, freight and transport fees) solely borne by the Customer. Unauthorised sale of Goods by Customer in countries other than the Destination Country(ies) In the event that any Goods are discovered to be exported to or sold into countries other than the Destination Country(ies) without Unilever’s written consent,

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Unilever shall have the right to terminate this Contract with immediate effect upon written notice to Customer, and Customer shall be responsible to ship all Goods in the relevant batch to the Destination Country(ies) as instructed by Unilever, with all penalties, taxes and costs (including all insurance, freight and transport fees) solely borne by the Customer. Risk in the Goods shall pass from Unilever to Customer when the Goods are delivered to Customer in accordance with the applicable INCOTERM.

**7. COMPLIANCE** Customer shall: (i) comply with all applicable laws, regulatory requirements and industry standards in the Destination Country(ies) and country of delivery (as applicable); (ii) ensure that the Products (including their packaging, labelling and any claims made in respect thereof) comply with applicable laws, including those relating to customs clearance, transportation, distribution, storage, marketing, offer for sale and sale of the Products, in the Service Area including with respect to the nature or method of manufacture, formulations, specifications, packaging or labelling of the Products, (iii) bear all costs and penalties incurred as a result of its breach of this clause; (iv) at all times possess and comply with, at its own cost, all necessary licences, permits and authorisations required applicable to Customer’s obligations under the Contract; and (v) not in any way modify the Goods’ containers, packaging, or labels or the contents thereof without Unilever’s prior written consent.

**8. PROMOTIONAL ACTIVITIES** Customer shall not engage in any advertising, marketing or promotional activities (“marketing activities”) for the Goods without the prior written consent of Unilever. Customer shall ensure that any marketing activities and all materials to be used for the purposes of such marketing activities comply fully with all applicable laws in the Service Area.

**9. REPRESENTATION** Customer shall at all times carry on its business as principal and arrange and conclude sales of the Goods on its own behalf and in its own name. Unilever shall have no liability (except as provided at law) to any purchaser of the Goods from Customer. Customer shall not in any way damage the reputation of the Goods or the reputation of Unilever.

**11. WARRANTY** Unilever warrants to Customer that the Goods will conform to Unilever’s specifications for such Goods. This warranty is made in lieu of all other express and implied warranties, which are hereby expressly excluded.

**12. LIABILITY** Unilever’s maximum aggregate liability for any claim, whether based upon contract, tort (including negligence) or otherwise, shall not exceed in respect of any order for Goods the price paid by Customer for the Goods that give rise to the claim. To the extent permitted by law, in no event shall Unilever be liable for any indirect, incidental or consequential loss or damage, increased cost, loss of profit, or any other economic loss. Unilever will be entitled to replace the Goods in settlement of any liability. Unilever will not be liable for any administrative charges (for any reason). Nothing in these Terms will exclude or restrict Unilever’s liability for death or personal injury as a result of its negligence nor its liability for fraudulent misrepresentation. Customer shall fully indemnify and defend Unilever for all claims, losses, costs and liabilities which relate to or arise from (i) breach by Customer or its representative of this Contract, or (ii) any act, default or omission of Customer or its representatives.

**13. INTELLECTUAL PROPERTY RIGHTS** The Unilever Group is the sole owner all intellectual property (“IP”) rights relating to the Goods and the production processes of the Goods. Customer shall: (i) use such IP rights only in connection with the distribution and sale of the Goods; (ii) not do or omit to do anything that may affect the validity of any IP rights or goodwill relating to the Goods; and (iii) take any steps reasonably required by Unilever to maintain the validity and enforceability of any IP rights.

**14. FORCE MAJEURE** Unilever shall not be liable to Customer for any loss or damage whatsoever caused by delay in the performance of, or non-performance of, any obligation of Unilever in relation to the Contract where such delay or non-performance is due to a cause beyond Unilever’s reasonable control including, without limitation, strikes, breakdown in machinery or restraints

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**10. PRODUCT RECALL** If Unilever initiates a recall of any of the Goods Customer will be required to take all necessary action to recall immediately any such Goods. Customer shall not voluntarily initiate any recall without the prior written consent of Unilever.

**15. CONFIDENTIALITY** Unilever and Unilever Group companies may disclose to Customer information relating to its Goods, product specifications, formulations, business ideas, processes and strategies, marketing information and other information relating to its business (“Confidential Information”). Customer undertakes (a) to keep all Confidential Information strictly confidential, (b) not to use any Confidential Information other than in complying with this Contract and (c) not to disclose any Confidential Information to any person other than on a need to know basis to its employees and representatives to the extent necessary for performing this Contract. Customer shall take full responsibility for all breaches of this obligation by its employees and representatives. The obligations of confidentiality set out herein shall survive the termination of the Contract in whole or in part.

**16. RESPONSIBLE BUSINESS PARTNER POLICY** Customer acknowledges that it has read the Unilever Responsible Business Partner Policy (the “RBPP”) and agrees to: (i) comply (and ensure compliance by its staff, agents, Affiliates and sub-contractors) with the RBPP; (ii) take at its own cost any action reasonably required by Unilever to verify its compliance and rectify any non-compliance with the RBPP within any timeframe stipulated by Unilever.

**17. GOVERNING LAW AND DISPUTE RESOLUTION** This Contract shall be governed by and construed in accordance with the laws of Singapore and shall be subject to the jurisdiction of the courts of Singapore. The parties agree that the applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded. Notwithstanding the foregoing, Unilever will have the right to bring proceedings against Customer in any other court of competent jurisdiction, nor shall the bringing of proceedings in any one or more jurisdictions preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.