

## UNILEVER INTERNATIONAL GENERAL TERMS AND CONDITIONS OF SALE

Version: January 2023

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.

**For purposes of these General Terms and Conditions,  
"UNILEVER" means the invoicing entity named in the invoice issued to Customer.**

- 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.
- 5. DELIVERY** Any date quoted for delivery of the Goods is approximate only. Unilever shall not be liable for any late delivery, nor shall any delay or failure to deliver constitute a breach of this Contract. 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

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or sold into countries other than the Destination Country(ies) without Unilever's written consent, 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 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** 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 Goods (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 Goods, in the Service Area including with respect to the nature or method of manufacture, formulations, specifications, packaging or labelling of the Goods, (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.

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.

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 or delays affecting carriers.

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**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 PARTNER POLICY**

All references to "You" under this clause are hereby deemed to mean the Customer.

16.1. (a) You confirm that you have read Unilever's Responsible Partner Policy ("**RPP**") as found at [www.unilever.com/responsible-partner-policy](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, by the implementation of your own codes of conduct and associated policies and procedures, you and each of your affiliated group companies each can and that you shall meet or exceed all of the requirements of the RPP, inclusive of:

- (i) 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 applicable onboarding platform for customers, 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.

## **16.2. 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 this Contract, you, your directors, officers or employees 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 any such thing at any time in the future) in any way connected with this Contract 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 this Contract 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 this Contract, as if written out in this Contract in full.

(iii) No payment shall be made by 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.

## **16.3. Economic Sanctions Compliance Requirements**

The requirements within (a), (b) and (c) here below are the "**Economic Sanctions Requirements**":

(a) You represent and warrant on the date of this Contract, on the date of any invoice issued under this Contract or a related purchase order, 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 Persons, Groups, and Entities subject to EU financial sanctions and the United States Specially 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 (currently; Cuba, Iran, North Korea, Syria, the Crimea region, the Donetsk People's Republic, and the Luhansk People's Republic); and (3) not controlled, or owned (directly or indirectly) 50% or more in the

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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 foregoing, 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 (currently Cuba, Iran, North Korea, Syria, the Crimea region, the Donetsk People's Republic, and the Luhansk People's Republic). For territories regarded by Unilever as medium or higher risk territories, as the same are listed from time to time on <https://www.unilever.com/suppliers/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.

#### 16.4. 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 meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements.

(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 where Unilever considers that such a breach can be remediated, 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 Unilever's 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 Contract; and/or

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

(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

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to comply with or failure to meet one or more of the RPP, ABC or Economic Sanctions Requirements.

### 16.5. 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 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.

**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.

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