

UNILEVER INTERNATIONAL
GENERAL TERMS AND CONDITIONS OF SALE

Version: December 2023

Unilever International is a business unit of the Unilever Group, operating through various invoicing entities.
For the purpose of these terms, “Unilever” refers to the invoicing entity named in the invoices issued to Customer.

1. **GENERAL TERMS AND CONDITIONS OF SALE** A contract of sale for Unilever products (the “Goods”) shall be formed between Unilever and Customer only when Unilever accepts (by way of email, order confirmation, or otherwise in accordance with local industry norms) Customer’s purchase order. The contract will be formed on the basis of the terms and conditions set out herein (the “GTCs”). The GTCs shall be varied only as expressly agreed in writing between Unilever and Customer (which may include a signed distribution agreement between the parties). Unilever reserves the right to amend the GTCs from time to time.
2. **ORDERS** All orders are accepted subject to availability. 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. For the avoidance of doubt, 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 the Goods will be as 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 Incoterms agreed between the parties including but not limited to insurance, freight and transport fees. All value added tax, customs duties or any other applicable taxes shall be borne by Customer. The resale price remains at the sole discretion of Customer.
4. **PAYMENT** Customer shall make payment on the terms specified in the invoice. Payment shall be made: (i) in full, without deduction, withholding, set-off or counterclaim for any reason; (ii) directly by Customer. Payment by a third party will not be accepted save with prior express consent from Unilever. Where Unilever consents to payment by a third party on Customer’s behalf, Customer shall remain liable for full payment unless and until payment is actually received by Unilever pursuant to the payment terms in the invoice. 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 at 12% per annum for the period from the day after the due date for payment until the date on which payment is made, inclusive. Time for payment shall be of the essence.
5. **DELIVERY** Unilever shall deliver the Goods in accordance with the Incoterms and delivery method agreed between the parties. 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 any contract formed pursuant the GTCs. Without prejudice to any other of Unilever’s rights, if a delivery is refused or withheld at no fault of Unilever or Unilever’s carrier, 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 at the point of delivery. Any claims relating to damage or shortfalls of the Goods must be notified to Unilever before acceptance of the Goods, and in any case no later than 3 weeks from the delivery date.
6. **TITLE AND RISK** Title to and risk of loss in respect of the Goods shall pass to Customer upon delivery of the Goods. *Export* 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.
7. **SERVICE AREA** The Customer shall resell the Goods in the specific territory or channel (the “Service Area”) authorised by Unilever from time to time. If Customer sells or enables the sale of the Goods outside the Service Area without Unilever’s written consent, Customer shall, to the extent permitted by law, be deemed to have committed a material breach of the GTCs and, without prejudice to Unilever’s rights pursuant to the GTCs or at law, Unilever shall have the right to take any steps available to it to protect the value of Unilever’s brands including cancelling any outstanding orders. In this event, Customer shall be required to ensure that the Goods return to the Service Area where instructed by Unilever, with all penalties, taxes and costs (including all insurance, freight and transport fees) solely borne by Customer. For the avoidance of doubt, in respect of Goods intended to be sold anywhere in the European Economic Area and Switzerland, nothing in the GTCs shall limit the Customer’s ability to freely sell such Goods across the European Economic Area and Switzerland.
8. **COMPLIANCE** Customer shall: (i) comply with all applicable laws, regulatory requirements and industry standards; (ii) ensure that the Goods (including their packaging, labelling and any claims made in respect thereof) comply with all applicable laws in the country of sale, including those relating to customs clearance, transportation, distribution, storage, marketing, offer for sale and sale of the Goods and with respect to the nature or method of manufacture, formulations and specification of the Goods; (ii) bear all costs and penalties incurred as a result of breach of this clause; (iii) at all times possess and comply with, at its own cost, all necessary licences, permits and authorisations required to perform Customer’s obligations; and (iv) not modify the Goods’ containers, packaging, labels or the contents thereof without Unilever’s prior written consent.
9. **PROMOTIONAL ACTIVITIES** Customer shall not engage in any advertising, marketing or promotional activities for the Goods without the prior written consent of Unilever. Customer shall ensure that any activities agreed hereunder and all materials to be used for the purposes of such activities comply fully with all applicable laws.
10. **REPRESENTATION** Customer shall at all times carry on 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. **PRODUCT RECALL** If Unilever at its discretion initiates a recall 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.
12. **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.

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13. **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. Unilever shall be entitled to replace the Goods in settlement of any liability. To the extent permitted by law, in no event shall Unilever be liable for indirect, incidental or consequential loss or damage, increased cost, loss of profit, or any other economic loss, including administrative charges. Customer shall fully indemnify and defend Unilever for all claims, losses, costs and liabilities which relate to or arise from Customer's breach of the GTCs or any act, default or omission of Customer.

14. **INTELLECTUAL PROPERTY RIGHTS** The Unilever Group is the sole owner of 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.

15. **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 any contract formed pursuant to the GTCs 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.

16. **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 its obligations and (c) not to disclose any Confidential Information to any person, other than on a need to know basis to its representatives to the extent necessary for performing any contract formed pursuant to the GTCs. 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 any contract formed pursuant to the GTCs in whole or in part.

17. **RESPONSIBLE PARTNER POLICY** All references to "**You**" under this clause refer to Customer.

17.1. (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, 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: (1) Mandatory Requirements; (2) related Mandatory Management Systems; and (3) 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.

17.2. **ABC Requirements** Without limiting any of the RPP Requirements, you represent and undertake that: (1) at the date of the entering into force of any contract pursuant to the GTCs, 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 any contract formed pursuant to the GTCs 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; (2) at all times in connection with and throughout the course of any contract formed pursuant to the GTCs 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 relevant contract, as if written out in the relevant contract in full; and (3) 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.

17.3. **Economic Sanctions Compliance Requirements** The requirements within (a), (b) and (c) here below shall be hereafter referred to as the "**Economic Sanctions Requirements**".

(a) You represent and warrant on the date of any contract formed pursuant to the GTCs, on the date of any invoice issued pursuant to such a 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; 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) not in breach of 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 embargos, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar

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laws or regulations, rules, restrictions, licences, 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 and the United States of America. Without limiting the foregoing, in connection with your performance under any contract formed pursuant to the GTCs, 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, including those listed at <https://www.unilever.com/suppliers/terms-and-conditions/> and any additional jurisdictions notified to Customer from time to time ("**medium or higher risk territories**"); and (3) 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 limitation, 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.

17.4. Breach of RPP, ABC, or Economic Sanctions Requirements

(a) You shall promptly alert Unilever: (1) 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; (2) 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 (3) 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: (1) to suspend by notice, without Unilever Group company liability arising, immediately any and all services and payments under any purchase order and/or any contract formed pursuant to the GTCs; and/or (2) to terminate without Unilever group company liability arising, immediately on notice any purchase order and/or any contract formed pursuant to the GTCs.

(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.

17.5. 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. Parties agree that (1) where a Unilever contract or other written contract exists, where such written contract does not explicitly refer to the RPP, or (2) 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 any contract formed pursuant to the GTCs and shall prevail in the event of conflict with the RPP.

18. GOVERNING LAW AND DISPUTE RESOLUTION The GTCs 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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