

1. Products will be delivered as agreed in writing. Title and risk pass to Buyer on delivery, unless otherwise stated. Delivery terms follow Incoterms at the time the PO is issued. Each shipment has all documents required under Applicable Laws.
2. If there is a safety risk or a voluntary or mandated recall, withdrawal or similar measure affecting the Products ("**Recall**"), Supplier shall: (i) immediately notify Buyer and include details of any action Buyer is legally required to take; (ii) provide reasonable assistance to Buyer to develop a strategy; and (iii) give Buyer advance details of any action, including talking to the government, as soon as possible.
3. Supplier shall not commence any Recall of Products unless required by law or with Unilever's written consent, which Unilever will not unreasonably withhold.
4. Supplier shall have and keep adequate general liability, professional liability, product liability, workers compensation and/or employee liability insurance and/or other insurance and show proof to Buyer if asked.
5. Supplier shall: (a) only supply Products from a location Buyer approves; (b) check all components to be used for production of the Product including production lines process aids and cleaning substances; (c) at its expense, ensure full traceability of Products, ingredients and components; and (d) keep and give Buyer a reasonable number of samples if requested. This clause shall survive expiry or termination of the Agreement.
6. Unless otherwise agreed in writing, Supplier shall not: (a) change ingredients or components (including feedstock and raw materials), Specifications, manufacturing process, manufacturing equipment, approved plant or agreed delivery method; (b) implement changes which alter Products rendering them unacceptable to Buyer's technical clearance process, even if the Products are still within the Specifications; or (c) following delivery of Product quality assurance documentation (e.g. certificate of analysis, certificate of conformity, or similar), conduct subsequent quality conformance testing on finished products from the same manufacturing lots or materials from the same lots used in the manufacturing of the Products.
7. While Supplier is responsible for its own quality assurance and processes it acknowledges that Buyer posts quality policies, requirements, manuals and guidelines for the Products (collectively, "**Quality Program**") on its QualityOne global platform (login.veevavault.com) and shall ensure it complies with the Quality Program. Supplier will be notified of any new or changed requirements in the Quality Program and any such adjustments will be deemed incorporated into the Quality Program. Supplier shall notify Buyer of its inability to meet any adjusted requirements of the Quality Program and, with Buyer's approval but under Supplier sole implementation responsibly, implement a remedial plan.
8. Supplier acknowledges that Buyer does not usually inspect the Products on delivery and relies on Supplier's quality assurance and no Buyer shall be under any obligation to do so. Supplier pays and handles removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products.
9. If Buyer appoints a third party to manufacture or process finished products for UGC, Buyer may require Supplier to make an offer (or procure the same) to the third party on substantially the same terms as those in the Agreement for the sale and supply of the Products. Such supply shall be an arrangement solely between the third party and Supplier and no UGC shall be party to or have any liability issues or payment of such Products.
10. Unless otherwise agreed: (a) Supplier shall pack and ship the Products to prevent damage, contamination or deterioration; (b) packaging shall not be assembled using either rivets, steel-staples or steel wire; (c) palletised deliveries shall be stacked neatly with no overhang; (d) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (e) Products shall be transported in clean, hygienic, physically sound conditions.
11. Supplier shall indemnify defend and hold Buyer harmless from all losses, costs and liabilities incurred by Buyer due to Supplier's supply of non-conforming supplies provided that Supplier's liability shall be limited to the extent such non-conformity is due to conformance with the Specifications (unless the Specifications where developed by or with the help of Supplier in whole or in part).