

**GENERAL TERMS & CONDITIONS APPLICABLE TO
COOPERATION, BIDDING PROCEDURE, NEGOTIATING
AND PROCURING GOODS AND SERVICES
by UNILEVER POLSKA Sp. z o.o. UNILEVER POLSKA S.A. and
UNILEVER POLAND SERVICES Sp. z o.o.
version binding as of 27 February 2023**

**- General Terms & Conditions of Delivery Unilever ENG
13.2.2023**

(hereinafter: „General Terms & Conditions” or “Unilever OWD”)

§1. Introductory Provisions

These General Terms & Conditions define the general rules of cooperation, conducting negotiations and concluding contracts between: 1. Unilever Polska Sp. z o.o. with head office in Warsaw at: al. Jerzolimskie 134, 02-305 Warszawa, entered in the Register of Entrepreneurs kept by District Court for the capital city of Warsaw in Warsaw, XII Business Section of National Court Register under number KRS 0000258512, stock capital amounting to PLN 10.000.000, NIP taxpayer ID: 521-33-90-341 2. Unilever Polska S.A. with head office in Warsaw at: al. Jerzolimskie 134, 02-305 Warszawa, entered in the Register of Entrepreneurs kept by District Court for the capital city of Warsaw in Warsaw, XII Business Section of National Court Register under number KRS 0000026055, stock capital amounting to PLN 127.460.800 paid in full, NIP taxpayer ID: 554-023-10-07 3. Unilever Poland Services Sp. z o.o. with head office in Warsaw at: al. Jerzolimskie 134, 02-305 Warszawa, entered in the Register of Entrepreneurs kept by District Court for the capital city of Warsaw in Warsaw, XII Business Section of National Court Register under number KRS 0000271457, stock capital amounting to PLN 50.000, NIP taxpayer ID: 521-34-15-549 (hereinafter individually as: „Unilever”) and trade partners of Unilever (hereinafter: „Supplier”) regarding all movable items procured by Unilever or services rendered to Unilever, in particular regarding use of compositions in the sense of the Copyrights and Related Rights Act and materials covered by other industrial property rights. The present General Terms & Conditions define the legal relationships between Supplier and each of abovementioned companies acting separately.

§2. Definitions

Definitions of the terms applied in the General Terms & Conditions:

Brief: Unilever statement preceding start of Negotiations or constituting an invitation to Negotiations, in which Unilever presents a conceptual outline of a marketing, promotional, advertizing or another project of similar nature and presents the possible modalities of cooperation. Any statement having such traits is to be deemed as a Brief, irrespective of the name or other designation of the statement.

CC.: Civil Code Act dated 23 April 1964 (in: Journal of Laws of 1964, № 16, item 93, amended).

Delivery – sale of movable items or rendering of Services to Unilever.
Supplier – the other Party to the Contract concluded by Unilever under these Terms & Conditions.

Negotiations: conducted between the Parties, in particularly after delivering a Brief to the Supplier, talks and exchange of correspondence, concerning possibilities of entering into cooperation or its modalities as well as the concept of specific actions or promotional and advertising materials in the event of rendering Services.

DO - Delivery Order or Purchase Order – order in electronic format addressed by Unilever to the Supplier regarding procurement of movable items or rendering of Services by the Supplier. The Order shall be sent from the e-mail address: do_not_reply@unilever.coupahost.com to the e-mail address specified by the Supplier. A DO may also be referred to in the Contract and in these General Terms & Conditions as „Order”. Each DO includes a DO number further referred to as Order number. In the event that any document is designated by Unilever as “order”, “commission” or a similar term and was addressed to the other Party prior to conduct of any Negotiations or prior to concluding a Contract, this shall not constitute an offer in the sense of CC Article 66. A DO shall be sent by Unilever in the system Coupa Easybuy. A DO sent by Unilever on terms defined in the General Terms & Conditions shall constitute an offer in the sense of CC Article 66. All earlier correspondence or talks between the Parties shall be treated as preliminary negotiations.

Bidding Procedure – procedure initiated by Unilever by sending an invitation to take part in the Bidding Procedure to one or many persons, with the aim of

ordering movable items, commissioning services, including preparing a Composition, a Project or executing a Brief. Unless explicitly reserved in the General Terms & Conditions, the provisions regarding Negotiations shall be applied equally to Bidding Procedure.

Project – any project, plan, story board, drawing, visualization, etc. presented to Unilever in the course of cooperation, conduct of Bidding Procedure, Negotiations or procurement of promotional services by Unilever. A project may be copyrighted.

Parties: Unilever and Supplier jointly. However “Unilever” shall mean each of the companies referred to in § 1 acting as a separate legal entity on its own behalf.

Contract: substance of legal relations linking the Parties, determined in the following precedence by: (1) DO, (2) General Terms & Conditions, and possibly (3) amendments to General Terms & Conditions in writing and signed under pain of nullity. In the event of discrepancies between DO and General Terms & Conditions, provisions of DO shall prevail. Any changes to General Terms & Conditions must be in written form or shall be null and void, unless such changes were made part of the DO. The notion of Contract covers also arrangements aimed at later implementation of a DO, in particular letters of intent, framework agreements, agreements of solely obliging character, etc. and also changes of Contracts and declarations of intent on executing Contracts.

Services – anything rendered to Unilever other than sale of an item, including performance of a composition, services connected with transferring copyrights, rights to industrial property or transfer/award of other rights to Unilever.

Composition – performance by Supplier or one of Supplier’s subcontractors of a composition (including a Projects) or the result of providing Services having the traits and character of a composition in the sense of the Copyrights and Related Rights Act dated 4 February 1994 (consolidated text in Journal of Laws of 2006, № 90, item 631. amended).

CONCLUSION OF CONTRACTS

§ 3. Fundamental Rules of Cooperation

1. Unilever concludes contracts solely in the following ways: - Contracts in written form under general rules - Contracts by sending a DO.
2. Conclusion of a Contract in written form takes place in the form of signing by persons authorized to represent the Parties in that form, as specified in CC Article 78 § 1. In the event of concluding a contract in written form, after its conclusion Unilever shall send a DO to the Supplier, which does not require acceptance by the Supplier and which is binding for both Parties together with terms & conditions of the written contract.
3. Each DO specifies the Order number. The Order number assigned by Unilever needs to be specified on the Supplier’s invoice relating to the delivery made following the given DO. Failure to specify the Order number on the invoice shall give Unilever the right to refuse payment until presentation of an invoice specifying the appropriate Order number. The payment term of the invoice recommences in the date of receiving the invoice containing the appropriate Order number.
4. In the event that the aggregate value of the given Order exceeds the amount of PLN 50,000 net or its equivalent in other currencies at the mean exchange rate specified by the National Bank of Poland for the date of the Contract, the Supplier shall be required to hold valid civil liability insurance of its operations for the entire term of cooperation between the Parties and for at least one year thereafter. On demand of Unilever, at latest on the date of Delivery of movable items or proceeding to carry out the Services, the Supplier shall provide Unilever with a copy of said insurance policy.

§ 4. Conclusion of Contracts

1. All statements of intent contained in the DO are binding on the Parties, and the Parties accept that the persons making statements of intent on their behalf in the form of a DO sent by electronic mail (e-mail) are authorized to issue such statements on their behalf, unless proven in court that the statement in the form of an e-mail was made by an unauthorized person identified by name, who bears responsibility for acting as an alleged proxy.
2. Statement of intent sent to the e-mail address specified by the Supplier shall be deemed as statement received by the Supplier, unless the Supplier proves in court that he did not receive the e-mail containing the DO from Unilever.

3. In the event of changed e-mail address data of Unilever or e-mail address data of the Supplier, the Party changing the address shall inform the other Party about the change at least 7 (seven) days prior to the planned change. In the event of lack of notification, a DO sent to the original address shall be deemed as effectively delivered to the other Party. Change of the above data shall not constitute an amendment of the Contract and may be made in any form, including by e-mail notification.
4. Lack of reaction from the Supplier to a DO within two business days shall be considered as conclusion of Contract. On Unilever's request the Supplier shall deliver to Unilever within three working days a written confirmation of conclusion of Contract in full accordance with DO. In case of lack of delivery of confirmation within abovementioned period the Supplier shall pay to Unilever a contractual penalty in amount of PLN 500 (five hundred).
5. In the event that the Contract is concluded by sending a DO, the contents of the Contract shall be determined solely by the contents of the DO and the General Terms & Conditions (any changes of the General Terms & Conditions must be made in written form, or shall be null and void). Supplier may accept a DO only without reservations; and conditions, reservations or changes specified in confirmation of a DO shall be considered as nonexistent. Supplier, refusing to accept an Order, undertakes to reject the DO in its entirety, clearly, without any conditions, reservations, changes or amendments. Any general terms & conditions of delivery of movable items or rendering services by the Supplier or other documents sent to Unilever by the Supplier will be binding only when accepted in writing by persons authorized to represent Unilever, or be null and void. In the event that the Supplier proceeds to execute the Deliveries specified in the DO, the Parties accept that they are bound by a Contract on the terms specified in the DO and the General Terms & Conditions. Application of provisions of CC Articles 68 and 68¹ is excluded.
6. Unilever has the right to withdraw the Order placed in the form of a DO within two business days after the date of sending the DO to the Supplier. Withdrawal of a DO in this manner does not give the Supplier the right to demand compensation or reimbursement of any other amounts from Unilever.
7. With regard to concluding Contracts in the form of DO, the application of provisions of CC Article 66¹ is excluded.
8. Statements of will regarding transfer of material copyrights, processing of personal data and in the situation when at least one of the Parties requests a statement of will in writing for valid reasons, shall be made by both Parties in writing or shall be confirmed in writing.
9. Change of any provisions agreed in writing, change of the General Terms & Conditions or of DO contents, must be in written form or be null and void.

§ 5. Negotiations

1. Any statements of the Supplier made in any form, and in particular offers, modifications or acceptances of offers, etc. in connection with conclusion of the Contract shall not bind the Parties unless reaffirmed in the DO or in the Contract drawn up in written form.
2. The Parties should aim at reaching agreement on essential conditions of contract, through Negotiations prior to conclusion of the Contract. Even when the Parties reach agreement on all the conditions which were subject of negotiations, the Contract shall not be finalized until a DO is placed or the Contract is concluded explicitly in written form. Provisions of CC Articles 69 and 72 § 1 shall not apply.
3. Up to conclusion of the Contract, each Party conducts works and bears all costs connected with Negotiations on its own account and at own risk. Any claims of the Parties against each other in connection with the costs or risk of negotiations, especially under terms of CC Article 72 § 2 CC shall be precluded to the extent permitted by generally applicable provisions of law.

§ 6. Bidding Procedure

1. Bidding Procedure shall be instituted with the moment of having Unilever send a question about price, request for an offer, inquiry about a conceptual project or other actions of similar character (invitation to take part in the Bidding Procedure) to one or more persons. Such a question may contain a Brief or an invitation to create a Project, especially when the Bidding Procedure is to concern rendering of Services to Unilever.

2. The person receiving an invitation to take part in a Bidding Procedure joins the Bidding Procedure by confirming interest, sending an offer, information about the price, conceptual project or communicating to Unilever the intention to take part in the Bidding Procedure in other direct or implicit way. Joining the Bidding Procedure, the joining person accepts these General Terms & Conditions without any changes or amendments, under pain of exclusion from the Bidding Procedure.
3. As part of Bidding Procedure, the Parties may, at their discretion, conduct Negotiations of contract terms, including changing the rules and manner of performing the Project or the rules and manner of performing the Brief.
4. In the event that the invitation to take part in a Bidding Procedure concerns performance of a Project constituting a Composition, the person joining the Bidding Procedure agrees to transfer the material copyrights to Unilever on the terms set out in § 11 of the General Terms & Conditions. The statement of will contained in the offer or in another type of response to the invitation for joining the Bidding Procedure includes also the undertaking of the potential Supplier to give Unilever the right to use the Project within the scope referred to in § 11 of the General Terms & Conditions, and in particular the right to execute copies of the composition on the basis of the Project, without any other limitations, and in particular without the limitations stemming from industrial property rights.
5. Should it not be possible to transfer the full material copyrights to a Project, or when the right to use a Project be constrained by other rights, particularly by industrial property rights of third parties, the person deciding to take part in a Bidding Procedure shall be required to clearly and explicitly indicate that circumstance when joining the Bidding Procedure.
6. The Parties accept that the price or compensation indicated (without distinct, clear and explicit reservations) by a person taking part in a Bidding Procedure covers also remuneration for transferring material copyrights or granting other necessary rights for use of the Project to the extent indicated in § 11-13 of the General Terms & Conditions.
7. In the event that it is not possible to transfer the full material copyrights to a Project, or when the right to use a Project is constrained by other rights of third parties, or when the person taking part in a Bidding Procedure has failed to carry out any of the formalities required for transfer of copyrights or the Contract includes a clear reference to a license for using the Project, it is accepted that the given Project was accepted by Unilever as license holder with the first moment of its use by Unilever in any form whatsoever.
8. Selection of a offer made in a Bidding Procedure may be confirmed by Unilever in the form of placing a DO or by conclusion of a Contract in written form, consistently with provisions of General Terms & Conditions § 3.
9. Unless the Parties agree otherwise or provisions of DO define something else, offers submitted by Supplier to Unilever will be considered as binding the Supplier for a period of 30 days following submission, without a possibility of changing or revoking them during that period. Change of a proposal, revoking of an offer or Supplier's refusal to make Delivery on the terms set out in the offer shall give Unilever the right to demand from the Supplier a contractual penalty in an amount equaling 10% of the gross value of the object of offer.

PERFORMANCE OF CONTRACTS

§ 7. General Rules of Contract Performance

1. In carrying out all activities aimed at executing the tasks entrusted by the Contract, the Supplier is required to perform with utmost care, assessed in the context of its professional character and the circumstance that Unilever is the leading entity on the fast moving goods market and provides customers with goods and services of only the highest quality. When the Supplier is required, under the Contract, to deliver movable items, the said items are to be of the highest quality.
2. Supplier guarantees and warrants that all actions undertaken to execute the Contract will be in compliance with regulations of the law and will not breach the rights of third parties. When performance of an obligation will require the consent of a third party (including an administrative authority), the Supplier will be required to secure such consent.
3. In case Supplier intends to perform its obligations using a subcontractor, Supplier shall inform Unilever in writing about identity of subcontractor and scope of subcontractor's planned duties not later than 7 (seven) days in advance. Unilever shall have the right to object to Supplier's use of given sub-contractor and in such case Supplier, from date of obtaining statement of objection from Unilever, shall not be entitled to cooperate

- with this subcontractor directly or indirectly when performing Supplier's obligations from the Contract. In the event of performing obligations through subcontractors, the Supplier shall bear the full responsibility for actions and failure to act by subcontractors as for own actions or failure to act. Supplier shall make every effort to have his relations with subcontractors guarantee the best securing of Unilever interests. This in particular concerns the inclusion of clauses in the Contracts concluded by Supplier with subcontractors allowing for minimizing costs in the event of terminating the Contract under provisions of these General Terms & Conditions.
4. In the event that during performance of the Contract, the personnel, staff or subcontractors of the Supplier carry out any activities in premises occupied or controlled by Unilever, or to which Unilever has access in other ways on grounds of an appropriate legal arrangement, the Supplier guarantees that such persons shall be appropriately trained for the activities which they are to perform and also that at all times they will act consistently with requirements of the law and with the procedures applicable in the said premises, particularly concerning health & safety, and data protection, as well as with instructions of authorized Unilever personnel. Unilever may make the possibility of carrying out the tasks contingent on having the said person sign a written statement accepting such rules.
 5. Transfer by Unilever (or an entity acting on its behalf) to the Supplier or his subcontractor of any movable items, in particular Unilever products, product samples or promotional materials shall not constitute grounds for having the Supplier or his subcontractor obtain ownership title to the said goods. Supplier will ensure the usage of the above movable items only consistently with Contract terms and Unilever instructions and account for the use of the items or return them to Unilever at own expense to the site indicated by Unilever –after performance of the Service – within 7 days of Unilever demand.
 6. In the event that after execution, termination or expiration of the Contract for other reasons the Supplier or his subcontractor was in possession of any materials, including movable items produced or procured for purposes of executing the Contract, with contents representing or relating to trade marks, industrial designs or objects copyrighted to Unilever or another entity directly or indirectly subordinated to Unilever N.V. of Rotterdam or Unilever Plc of London, the Supplier undertakes to destroy such materials at own expense. The planned date and place of destruction will be communicated by the Supplier to Unilever at least 3 days in advance, and Unilever will be allowed to supervise the destruction process. After destruction, the Supplier will provide Unilever with a written statement describing the process of destruction and the date when such was performed. Supplier may propose that Unilever purchase the materials, after earlier agreeing additional compensation to the Supplier.
 7. Supplier shall hold Unilever harmless of any claims by any entities arising in connection with performance, failure to perform or improper performance of Supplier's obligations under the Contract. These rules apply also to the widest extent permitted by law in the event of administrative or criminal procedures instituted against Unilever, its staff or personnel.
 8. Unless the Parties decide differently, with regard to Delivery of marketing, advertising and promotional Services, during the term of the Services Delivery Contract, the Supplier shall not render services of the same character for entities competing with Unilever in the product categories, which the given Contract relates to.
 9. Supplier is required to provide on time and in the form specified by Unilever information about the performance status of the obligations covered by the Contract.
 10. Supplier is required to without delay inform Unilever in writing about any circumstances which may result in failure to meet the Contract deadlines by the Supplier.
 11. The issuing by Supplier of a proper VAT invoice, which means in particular an invoice in accordance with provisions of law, specifying the Order number, an amount due calculated in accordance with an Order, shall constitute an element of Supplier's obligation. Only receipt by Unilever of a proper invoice shall lead to creation of an obligation of payment on Unilever's side.
 12. Supplier confirms that has 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. Supplier represents that has own codes of conduct and associated policies and procedures that are consistent with the requirements of the RPP. Supplier therefore agrees that shall ensure that, by the implementation of own codes of conduct and associated policies and procedures, Supplier and each of Supplier's affiliated group companies each can, and that Supplier 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.
 - iv) These three types of requirements are each set-out in the RPP (and are individually and together "RPP Requirements").
 13. Supplier must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System ("USQS") or other applicable onboarding platform for downstream partners and any other non-supplier third parties, 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.
 14. Without limiting any of the RPP Requirements, Supplier represents and undertakes that:
 - i) At the date of the entering into force of the Contract, Supplier, Supplier's 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 the Contract and that Supplier has taken reasonable measures to prevent subcontractors, agents or any other third parties subject to Supplier control or determining influence, from doing so.
 - ii) At all times in connection with and throughout the course of the Contract and thereafter, Supplier will comply with and that Supplier will take reasonable measures to ensure that Supplier's subcontractors, agents or other third parties subject to Supplier 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 Contract, as if written out in the Contract in full.
 - iii) No payment shall be made by Supplier, Supplier's 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 Supplier books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation.
 all of the above requirements will be referred to as "ABC Requirements".
 15. Supplier represents and warrants on the date of the Contract, on the date of any invoice issued under the Contract or a related PO, 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 Supplier is: (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) has not breached any Trade Control Laws.
 16. Supplier agrees 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 Supplier performance of the contract documents, Supplier 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. 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/>, Supplier agrees 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.
17. Without limiting other requirements, Supplier must (at Supplier 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. Supplier 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.
 18. Breach of RPP, ABC, or the provisions of sec. 15-17 collectively called "Economic Sanctions Requirements":
 - i) Supplier shall promptly alert Unilever:
 - ii) 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;
 - iii) 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 Supplier company group or in an associated person, including subcontractors who will be responsible for the provision of goods / services to Unilever; and
 - iv) if, at any point, Supplier is unable to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements.
 19. If any member of Supplier 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, Supplier 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.
 20. If Unilever has a reasonable basis to believe that a member of Supplier 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 the Contract and/or
 - ii) to terminate without Unilever Group company liability arising, immediately on notice any purchase order and/or the Contract.
 21. Without limiting the rights under this clause, any breach of the RPP, ABC, or Economic Sanctions Requirements shall be rectified by Supplier at Supplier cost within the timeframe stipulated by Unilever and shall be prevented from re-occurrence.
 22. Supplier agrees 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 Supplier or Supplier's company group to comply with or failure to meet one or more of the RPP, ABC or Economic Sanctions Requirements.
 23. Unilever may from time to time amend and update the RPP, ABC and Economic Sanctions Requirements, and shall inform Supplier of such amendments and updates, at no cost to Unilever. If Supplier is not then able to meet one or more of the requirements imposed by the amendments or updates, then Supplier 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, Supplier must inform Unilever and comply with the requirement and the applicable law immediately.
 24. In case the Contract covers administration by Supplier or any other actions by Supplier relating to any materials or content in electronic form (i.e. website creation, hosting or administration), Supplier shall fully comply with all Unilever's instructions and policies relating to data processing and security. Supplier shall ensure that Supplier and any of its subcontractors shall promptly make their systems available to Unilever or Unilever's service provider for purpose of conducting data security audit. Supplier shall immediately implement any instructions set out by Unilever or Unilever's service provider as a result of the audit.
 25. In case the Contract covers the obtaining of existing or creation of internet address or registration of domain, any such address or domain shall be a property of Unilever and Supplier shall ensure that any such address or domain is registered or assigned to Unilever's name or name of Unilever group company specified by Unilever. In case such domain or address is registered or owned by Supplier or its affiliated entity, Supplier shall ensure transfer of address or domain to Unilever or such Unilever group company as specified by Unilever at no additional cost apart from administrative fees charged by authorized domain/address registration service providers.
 26. Unilever promotes the principle of zero tolerance for bribery and all forms of corruption. If an offence is determined by a judgment issued by a common court of law under Art. 296a of the Polish Penal Code or if any other bribery or corruption related crime is ascertained to have been committed by officers in the Supplier's organization units, Unilever shall be entitled to terminate the agreement with the Supplier with immediate effect. The above provision applies if criminal proceedings are instituted in the instances referred to above and in cases where the offence is obvious.
 27. Upon Unilever's request, the Supplier shall participate in the suppliers' assessment programme which is aimed at verifying the Supplier in terms of the Supplier's meeting the requirements provided in Unilever's internal policies and standards, which must be met by entities cooperating with Unilever. The suppliers' assessment programme may be operated by third parties. In such a case, upon Unilever's request, the Supplier shall cooperate with a third party designated by Unilever which is operating the suppliers' assessment programme for Unilever, and it shall pay all the necessary related costs.

§ 8 Detailed Rules of Cooperation in Delivery of Non-Fixed Items

1. In the event of Delivery of movable items, unless the DO or Contract specify differently, the Supplier will be required to deliver, issue and transfer to Unilever the ownership rights to new, unused movable items in quantities and on dates specified in the Contract. When the Contract does not stipulate Delivery in lots, the Supplier will be required to make the Delivery all at one time.
2. Supplier warrants that all movable items covered by Delivery were executed consistently with binding regulations and standards and that the Supplier has all the required permits and certificates enabling their offer in trade and use consistently with their intended purpose (particularly in trading with consumers). On request of Unilever, the Supplier shall provide Unilever within 3 business days the required certificates, consents, permits or other documents certifying the appropriate execution of the above obligations, in originals or copy certified by the Supplier as identical with the original. The above obligation of the Supplier with respect to each Delivery shall continue in force for a period of 5 (five) years from the date of delivering the first lot of movable items within a given Delivery. Supplier at own expense will keep the necessary documentation for such a length of time in order to secure the possibility of having the Supplier meet the obligations under this point.
3. Along with the supplied movable items, the Supplier shall provide Unilever with instructions in the Polish language, useful, necessary or required for the use, maintenance and storage of the items consistently with their intended purpose. The above obligation applies also to providing the documents of warranty provided for the movable items, with the warranty documents stamped by the Supplier, or delivered unstamped when Unilever will demand an unstamped warranty document.
4. Supplier warrants that the delivered movable items will be in full compliance with the specimen unit accepted by Unilever or with the specifications and designs supplied or accepted by Unilever, and as regards movable items ordered by Unilever from the Supplier's catalogue – with the properties and descriptions of movable items provided in the recently accepted by Unilever catalogue or catalogue item of the Supplier.

6. In the event of warranted doubts as to compliance of the movable items with regulations of law, Contract or declarations and guarantees of the Supplier, in particular as regards their safety, Unilever will be entitled to conduct tests of the movable items at the Supplier's expense by an independent expert.
 7. If DO so indicates or in any case where a Unilever warehouse shall be a point of delivery of movable items specified in DO, such movable items shall be delivered by the Supplier on EURO pallets of quality consistent with standard PN-M/M-78216. In the event of noncompliance with that rule, the Supplier undertakes to cover all costs connected with unloading, repackaging and palletizing the movable items in the Unilever warehouse. All operations connected with Delivery of movable items, manner of its documentation, pallet handling and other operations not covered by the Contract, should be carried out consistently with requirements of the given warehouse or another site specified in the Contract and delivery rules accessible under the address <http://www.unilever.pl/o-nas/dladostawcow/>, on pain of refusal by Unilever to accept delivery of all the supplied movable items and claiming lack of Delivery execution for reasons attributable to the Supplier or returning the VAT invoice without booking it.
 8. Supplier undertakes to notify the date of making Delivery at least 1 (one) week in advance of the planned Delivery date and again reconfirm Delivery 1 (one) day before the actual term of Contract execution. Unless otherwise agreed in the Contract, such notification shall be by email to the e-mail address: Poland.ip-sm@unilever.com or directly to an e-mail address of Unilever supplier manager specified in DO.
 9. The risk of loss, damage or destruction of the movable items up to the moment of acceptance of such items by Unilever is borne by the Supplier.
 10. Supplier guarantees that the delivered movable items and their purchase and use consistent with their intended purpose, and also sale or free-of-charge transfer to third parties shall not constitute a breach of rights of any third parties, including of personal assets and of intellectual property rights.
 11. The price of delivered movable items specified in the Contract will cover the costs of delivering the goods to the site specified in the DO. Unless otherwise agreed in the DO, the Delivery will be effected under DDP clause *loco* Unilever warehouse or another site specified by Unilever consistently with INCOTERMS 2000. The Delivery shall be at Supplier's cost and risk. The list of Unilever warehouses is available under the address <http://www.unilever.pl/o-nas/dladostawcow/>.
 12. When the DO stipulates both Delivery of movable items and the Supplier's obligation to grant Unilever a license for using the Compositions, copies of which are the movable items covered by the Contract, or when the DO provides for the Supplier's obligation to transfer to Unilever the material copyrights to the said Compositions, with the moment of delivering the movable items constituting Compositions, the Supplier grants Unilever a license to use the Compositions with corresponding application of all the rules set out in § 12 of these General Terms & Conditions or transfers to Unilever the material copyrights with corresponding application of all the rules set out in § 11 of these General Terms & Conditions. Provisions of § 13 of these General Terms & Conditions apply accordingly.
4. Irrespective of the above provisions, when the movable items delivered by the Supplier will be provided against payment or free of charge to consumers or other persons, the Supplier shall also be responsible for the faults of movable items ascertained also after the said are issued to consumers or other persons, unless such faults would be attributable to Unilever. Supplier shall work together with Unilever in order to clarify all complaints of third parties. Provisional acceptance of the movable items by Unilever to the extent set out in section 1 cannot preclude such claims. In the event that following a customer's complaint Unilever replaces the movable item with one free of faults, the Supplier shall be required to reimburse the costs incurred by Unilever in such replacement.
 5. In connection with the Supplier's pledge to deliver goods of the highest quality, it is accepted that the term „fault” will in particular cover all qualitative or quantitative deviations of the movable items from requirements of law, binding standards, any provisions or requirements set out in the Contract, accepted specimen copies, catalogues, specifications, designs and Supplier's declarations and warranties.
 6. In the event of ascertaining faults of the delivered movable items, Unilever may demand the repair of the movable items or their replacement with new ones, at Unilever's discretion, within 14 (fourteen) days counting from the date of receipt by the Supplier of the written notification from Unilever on the subject. Exercise of these rights by Unilever does not preclude or limit the right of Unilever to resign from the Contract on terms set out in the Contract or provisions of law.
 7. Irrespective of other provisions accepted by the Parties, the Supplier shall remedy the damage caused to Unilever, its staff, officers or trade partners, in connection with the faults of delivered movable items or false declarations or warranties. Indemnification shall cover in particular all the costs incurred by Unilever of conducting laboratory tests of the movable items, their rendering or call-in from the market. At the same time the Supplier shall render Unilever, its customers, staff, personnel and subcontractors harmless of liability connected with faults of the movable assets delivered by the Supplier, in particular by refunding or paying fines, damages and the costs incurred, including costs of court litigations. Unilever shall notify the Supplier without delay about circumstances of which Unilever is aware which could give rise to the above described liability of the Supplier.

§ 10. Verification and Acceptance of Service Deliveries

VERIFICATION AND ACCEPTANCE OF DELIVERIES

§ 9. Verification and Acceptance of Deliveries of movable items

1. At the moment of Delivery of movable items, Unilever shall conduct quantitative acceptance of goods by counting the number of bulk packages, and qualitative acceptance, but only as regards possible damage of selected bulk packages. Ascertained shortfalls in this respect will be noted on the way-bill or another delivery document.
 2. Supplier will be required to take away from Unilever the faulty or damaged in transport movable items at own expense. The faulty items not taken away by the Supplier within the time specified by Unilever will be destroyed by Unilever on its own but at the Supplier's expense, or sent by Unilever to the Supplier at the Supplier's expense.
 3. Unilever will be entitled to notify faults of the delivered movable items within the scope not covered by provisions of the above section 1, in particular quantity shortfalls in bulk packages, physical faults of unit packaging and physical faults of the contents of unit packaging or individual movable items within 12 months from the date of Delivery. The above shall not apply to non-visible faults, which may be notified at any time, also following elapse of the above term, within 21 days of detecting such a fault.
1. Supplier is required to each time present for Unilever acceptance the individual phases of executing the services performed (including the final phase).
 2. Supplier is required to each time inform Unilever about readiness to hand-over a given phase of performance of services within the deadline and in the manner set out in the Contract, and should the Contract not specify such a deadline, with sufficient advance notice.
 3. Unilever shall accept given phase of execution of works connected with services within 3 business days of the hand-over date agreed by the Parties or within 3 days of receiving notification from the Supplier about readiness for hand-over of works, unless there should be significant obstacles to this..
 4. Acceptance of a given phase of services performance will be confirmed by the Parties in written or another form specified in the Contract („Acceptance Protocol”). Unilever shall not refuse signing the Acceptance Protocol without justified reason. In the event of lack of response from Unilever, within 3 days of receipt of the Acceptance Protocol, the Supplier undertakes to inform Unilever and define an additional 3 day term after which the Acceptance Protocol shall be deemed signed by Unilever.
 5. In the event of any observations regarding execution of a given phase of works, Unilever shall note them in the Acceptance Protocol, and the Supplier shall make the appropriate changes within 3 business days counting from the date of entering the reservations, unless this should not be possible due to objective reasons, and the Parties set another term.
 6. After making the changes, the Parties shall again proceed with the above described acceptance procedure.
 7. In the event of providing Services of IT character, consisting of entering data in the Unilever server, it shall be accepted that the Supplier as met the deadline for completion of the given phase of works connected entering data into the server, in the event of:
 - a. entering the data, in the version accepted by Unilever, into the server (meeting the relevant technical requirements) selected by Unilever; and

- b. providing Unilever with open source files on CD-ROM, DVD or another device specified by the Parties, with all passwords and access codes enabling Unilever to use or make changes in these data.
- 8. Each transfer of the data referred to in section 7.b. shall take place in Unilever offices or another place specified by the Parties. The Parties shall sign a data transfer protocol. The cost of delivering the data to Unilever offices is to be borne by the Supplier.
- 9. Unless otherwise agreed by the Parties, the Acceptance Protocol or data transfer protocol referred to in above section 8 signed by both Parties without reservations marks completion of given phase of Services execution and entitles the Supplier to issue a VAT invoice covering remuneration for given phase of works.

COPYRIGHTS AND INDUSTRIAL PROPERTY RIGHTS

§ 11. Transfer of Material Copyrights

1. All rights (including, in particular, copyrights and industrial property rights) to all the materials provided to the Supplier by Unilever, in particular the right to a Brief, Project assumptions, source materials particularly in the form of trademarks, photos, graphic designs, as well as know-how rights to possible creative contribution of Unilever employees to the works commissioned to the Supplier shall accrue exclusively to Unilever and will be used by the Supplier only for proper execution of the Contract.
2. Unless otherwise agreed by the Parties, all Compositions and copies of Compositions executed by the Supplier in performance of the Contract shall be provided to Unilever by the Supplier both in electronic format (as editable files in programs of Microsoft Office 2013 and Adobe packets or in another, specified by Unilever, customarily accepted format) and as hard copy of the Composition.
3. On request from Unilever, the Supplier will conclude an agreement with Unilever on transfer of material copyrights to the Compositions, on terms defined in this paragraph. Within 5 years of transferring the Compositions, Unilever has the right of demanding conclusion of an agreement transferring material copyrights to all modes of rendition known on the date of its conclusion, and the Supplier pledges to conclude such an Agreement without delay, at latest 7 days after receipt of such a demand from Unilever. Conclusion of an agreement transferring material copyrights to the Composition will not involve the necessity of Unilever making any additional payment due to this.
4. In the event that conclusion of an agreement referred to in section 3 above would not be possible due to the rights accruing to third parties, the Supplier shall grant Unilever, on its first demand, an exclusive license of the widest possible scope on the terms set out in section 3, second and third sentence, and accordingly in section 6 below. Supplier conducting Negotiations with Unilever or taking part in a Bidding Procedure, before sending a DO by Unilever, shall be required to notify Unilever about lack of possibility to transfer material copyrights and to clearly define the scope of a license which may be granted. In failing to notify Unilever about lack of possibilities to transfer material copyrights in the first letter of the Supplier as part of Negotiations or Bidding Procedure, the Supplier agrees to pay the costs which Unilever would have to incur in order to purchase the said rights from the third parties to whom the said rights accrue.
5. Supplier declares that:
 - on the date of transferring the Composition he will have absolutely unlimited material copyrights to the Compositions and ownership title to copies of the Compositions, and all the payable claims of third parties in connection with performance of the Composition will be fully met;
 - the Compositions will not be, without prior approval of Unilever, made publically accessible or in any other way disseminated before the transfer date of the Compositions to Unilever.
6. In the event of transferring to Unilever the material copyrights to the Compositions, the Supplier declares that with the moment of Unilever acceptance of the Compositions, Unilever will be entitled to the benefits due under material copyrights without limitations on territory and volume of usage, and Unilever acquires the ownership title to copies of the Composition and entirety of the material copyrights to the Compositions. Supplier states additionally that Unilever will have the right to express consent to the use and disposition of Composition elaborations (subordinate right). In the event of granting the license referred to in § 11 section 4 above, the said license will cover at least the territory of Poland, Lithuania, Latvia, Estonia, Czech Republic, Slovakia, Hungary, Romania and Bulgaria and will be granted for a

period of at least 5 years. With the moment of concluding the agreement referred to in § 11 sections 3 or 4 of the General Terms & Conditions, Unilever shall acquire the exclusive right to dispose and use the Compositions to the full extent and in any manner in every field of application known at the time of concluding the Contract. In particular, Unilever will have the right to:

- 1) as regards recording and duplicating the Composition – producing by defined technique copies of the Composition, including by printing, reprographic, magnetic recording and digital techniques, which includes placing in computer memory;
 - 2) as regards trading the original or the copies on which the Composition has been recorded – putting up for trade, lending or leasing the original or copies;
 - 3) as regards disseminating the Composition in a manner other than specified in sub-point 2) – public rendition, exhibition, screening, playing as well as broadcasting and re-broadcasting as well as making the Composition available to the public in such a way that everyone can have access to it in a place and time of own choosing, including on the Internet;
- and as regards computer software
- 4) permanent or temporary duplication of a computer program, in its entirety or in part, by any means and in any form;
 - 5) translating, adapting, changing arrangement or making any other changes to the computer program, retaining the rights of the person making the changes;
 - 6) disseminating, including lending or leasing, the computer program or its copy.

The use of Compositions to the above extent is possible in particular for the purpose of selling goods (marking the packaging) of Unilever and for the purpose of conducting Unilever marketing, advertising and promotion in any form.

7. In concluding the agreement referred to in § 11 sections 3 or 4 of the General Terms & Conditions, provisions of this paragraph will be incorporated in the concluded agreement.
8. Provisions defined in § 11 constitute a pre-preliminary agreement carrying the obligation to conclude an agreement transferring the copyrights to the Compositions or bestowing an exclusive license on Unilever demand.
9. In so far as in executing the Contract, the Supplier generates a database not meeting the criteria of a Composition, Unilever shall be deemed as the author of such a database and all the rights to the database will accrue to Unilever.

§ 12. License for Use of Compositions

1. From the moment of issue of the Unilever Compositions, the Supplier automatically grants Unilever a non-exclusive license for a period of 5 years to use the Compositions in fields of exploitation and in the manner referred to in § 11 section 6 of the General Terms & Conditions, on territory of all states of Europe (including Russia). Provisions of § 11 section 6 of the General Terms & Conditions apply directly or correspondingly to the above licensing agreement. From the moment of issue of the Compositions, Unilever will also have the rights referred to below in this paragraph.
2. From the moment of issue of the Compositions, the Supplier authorizes Unilever and expresses consent to have Unilever make elaborations of the Compositions, in particular recasts and adaptations. In the event that such recasts and other elaborations of the Compositions will constitute an object of subordinate copyrights in the sense of Article 2 of the Copyright and Related Rights Act dated 4 February 1994, the Supplier hereby expresses consent to disposing and using such elaborations.
3. Unilever has the right to free use and benefit of the Compositions or their elements for the purposes of promotion, advertising and marketing as well as designating all goods and services selected at will by Unilever. Unilever rights cover adding the Compositions, their elements, copies or elaborations to goods and services for sale or issue without remuneration.
4. In the event that a Composition would contain any likeness in the sense of Article 81 section of the Copyright and Related Rights Act, the Supplier declares having the right to authorize Unilever to make use of that likeness and authorizes Unilever to use it in the scope defined in § 11 and 12 of the General Terms & Conditions. In the event of any claims addressed to Unilever in connection with use of the likeness, the Supplier shall be required to hold Unilever harmless of liability in this respect.
5. Supplier guarantees to Unilever that authors of the Compositions will not claim from Unilever the rights defined in Article 16 point 2, Article 16 point 4, Article 16 point 5 and in Article 63 of the Copyright and

Related Rights Act. In particular, Unilever will be entitled to designate the Compositions in a manner of its own choosing.

§ 13. Industrial Property Rights

1. From the moment of accepting Compositions consistently with § 11 or 12, Unilever acquires the right of registering or seeking protection in other ways of the entirety or portion of the Compositions on the basis of binding regulations concerning industrial property, and in particular regulations of the Industrial Property Law Act dated 30 June 2000 (consolidated text in Journal of Laws of 2003, № 119 item 1117) and Council Regulation (EC) № 2007/2009 dated 26 February 2009 on community trademarks. Unilever may, without a separate consent of the Supplier, authorize Unilever N.V. of Rotterdam to register the Compositions, in the name of Unilever NV, consistently with provisions of this paragraph. On demand of Unilever, the Supplier will make a declaration of will allowing for full protection of the Compositions on the basis of norms relating to industrial property rights to the benefit of Unilever or Unilever NV.
2. In the event that a Composition has been granted industrial property right in the sense of the regulations referred to in section 1 above to the benefit of the Supplier or third parties, and the Parties do not make other provisions in the Contract, the Supplier shall grant to Unilever a license to benefit from industrial property rights to the Composition, on terms defined in these General Terms & Conditions.
3. When acquiring or using industrial property rights, Unilever shall not be obliged to pay any amounts to the Supplier or his subcontractor, in particular to persons who created or co-created a given object of intellectual property rights. All possible remuneration of the said persons accruing to them in connection with Unilever acquiring protection of the industrial property right and making use of these rights – shall be the responsibility of the Supplier.

§ 14. Third Party Claims

1. Supplier assures that the use and disposition by Unilever of Compositions within bounds of the rights awarded to Unilever by the General Terms & Conditions or the agreements referred to in § 11 sections 3 and 4 of the General Terms & Conditions, will not prejudice any rights of third parties or rights of the Supplier, in particular copyrights or industrial property rights. In the event that the Supplier's assurance presented in the preceding sentence proved untrue, the Supplier bears full responsibility for possible breach of industrial property rights copyrights, personal assets and declares that in the event of disputes and claims of third parties the Supplier will satisfy all valid claims of such third parties and will reimburse Unilever for reasonable costs incurred in connection with third party claims, in particularly the costs of Unilever legal counsel. Unilever shall promptly notify the Supplier about claims raised against Unilever and will not accept a claim without prior written consent of the Supplier. In the event of breaching the Supplier's rights, Supplier agrees not to press any claims against Unilever in connection with the use of Compositions, in connection with prejudicing the rights about which Unilever was not informed consistently with provisions of the General Terms & Conditions.
2. Upon a justified demand of Unilever, the Supplier undertakes to immediately, without additional charges, with compensation for the costs of drawing up the document, to ensure drawing up and providing Unilever with all information and declarations of intent allowing Unilever the appropriate defense of its rights.

REMAINING PROVISIONS RELATING TO PERFORMANCE OF THE CONTRACT

§ 15. Remuneration

1. The agreed remuneration specified in the Contract, due to the Supplier for proper performance of the Contract shall be payable on the basis of VAT invoices issued by the Supplier within time limits consistent with provisions of law, but not earlier than on the day of acceptance consistently with these General Terms & Conditions of performing a Service or delivery of all movable items or given lots of these items (unless the Contract clearly permits issuance of invoices after partial delivery of movable items). All the additional costs, expenses and fees

connected with performing on the Contract in terms of Delivery, and not foreseen in provisions of the Contract, shall be paid by Unilever only on the condition of earlier acceptance by Unilever in writing of the individual amounts, under pain of nullity.

2. The agreed remuneration specified in the Contract shall exhaust all financial claims of the Supplier and his personnel and subcontractors for performance of the Contract and the use by Unilever of the works performed or items delivered under its terms and acquisition of rights.
3. The agreed remuneration specified in the Contract will be quoted in net amounts – excluding VAT, but will cover all other than VAT public encumbrances connected with Delivery, including in particular duties or taxes, including possible withholding taxes. Within 14 days of demand addressed by Unilever, the Supplier shall deliver to Unilever the original certificate of Supplier's residence for tax purposes. All consequences of failure to provide the said certificate by the Supplier, in particular the lack of possibility to apply the tax rate applicable under the relevant international agreement – are to the cost of the Supplier.
4. The fee shall be paid by means of a bank transfer, to the Supplier's bank account, within at least 30 (thirty) days of serving a duly issued VAT invoice upon Unilever, i.e. an invoice that is in particular compliant with the law, contains the DO Order Number and a correct payable fee amount duly computed in line with the Order; The invoice should contain a clear and extensive description of the object of Delivery in line with the Order. The Supplier shall put on the invoice the term of payment agreed with Unilever. Upon Unilever's request, the Supplier shall provide Unilever within 5 days with an original or a certified true copy of the Delivery note for movable items or for Service completion and in particular a Service Acceptance Report without reserve, else the payment period shall be suspended. The Parties may agree on a longer payment deadline than the one specified in section 4 sentence 1, provided that this term, in relation to Suppliers being a micro, small or medium-sized enterprise in accordance with art. 4 points 5 of the Act of 08.03.2013 on preventing excessive delays in commercial transactions will not be longer than 60 days from the date of delivery of the VAT invoice. The date of crediting the Unilever bank account is considered to be the date of payment of the VAT invoice.
5. At the same time, Unilever informs in accordance with art. 4c of the Act of 08.03.2013 on preventing excessive delays in commercial transactions, and the Supplier acknowledges that Unilever has the status of a big enterprise within the meaning of Art. 4 points 6 of the above Act.
6. If the last day of the payment period of a VAT invoice falls on a Saturday or a Sunday or on a statutory holiday, the final payment day of the VAT invoice shall fall on the following business day.
7. The Parties determine that the remuneration amount set consistently with above section 1 covers also remuneration for transfer by the Supplier of material copyrights, granting a license, consents and authorizations. On the issued VAT invoice, the Supplier will separately specify the remuneration referred to in the preceding sentence. The Parties determine, that in absence of specific agreement between the Parties as to the amount of such remuneration, remuneration under this heading will amount to 10% off the remuneration for performance of a given phase of Service execution under which the given Composition was created, unless the Contract explicitly provides for a different amount of remuneration under this heading.
8. All deductions by the Supplier of amounts due Unilever from the Supplier against reciprocal amounts due to the Supplier from Unilever will be permitted only on receipt by the Supplier of written confirmation from the Unilever Bookkeeping Department of the possibility of such netting and the balance of accounts after such netting.
9. A DO number, as allocated by Unilever, must be included on the Supplier's invoice which states the Agreement's completion. A lack of the DO number on the invoice shall entitle Unilever to refuse payment until an invoice is received with a correct DO number. The invoice payment deadline shall resume its course as of the day of receiving the invoice with the correct DO number.
For the avoidance of doubt it is acknowledged that a lack of the DO number, as allocated by Unilever, on the invoice shall mean that the VAT invoice was not duly issued. The DO allocation date must be earlier than the VAT invoice issue date.
10. Upon Unilever's request, the Supplier shall issue electronic VAT invoices to Unilever. This obligation of the Supplier may involve the necessity of a fee-related cooperation with a third party that operates the electronic invoicing system for Unilever. In such a case, the

cooperation with Unilever will be possible provided that the supplier joins the electronic invoicing system – within the time frame specified by Unilever – which is operated by a Unilever-designated third party.

§ 16. Confidential Information, Personal Data Protection

1. The term „Confidential Information” covers all information, materials, documents provided to the Supplier by Unilever in writing, by e-mail, orally or in another form, both before and after entry into force of the Contract, irrespective of whether Unilever designated them as confidential or not.
2. The Parties confirm that information which at the moment of disclosure to the Supplier were in the public domain or which were afterwards released to the public domain by Unilever or with Unilever acquiescence shall not constitute Confidential Information..
3. Supplier undertakes for the term of the Contract and without time limit after its termination not to divulge, disclose or use Confidential Information in relations with any third party, unless Unilever expresses consent to this in writing, or this is required by provisions of binding law. Supplier will also refrain from using Confidential Information for purposes connected with own enterprise, other than performance of the Contract.
4. Supplier shall take all necessary measures to safeguard Confidential Information. In particular, the Supplier shall secure Confidential Information against access of unauthorized persons, and access to Confidential Information will be given only to those of Supplier’s staff and personnel, to whom Confidential Information is necessary in executing the functions connected with performance of the Contract and only to the extent, to which execution of these functions would not be possible without Confidential Information
5. In the event when, in connection with performance of the Contract, it is necessary for the Supplier to process personal administered by Unilever, the Contract will constitute an agreement on commissioning the Supplier by Unilever for processing the personal data in question, to which the provisions set out below shall apply, whereas on request of Unilever, the Supplier shall conclude with Unilever a separate agreement spelling out the rights and obligations of Parties in this respect.
6. Supplier pledges to process personal data in accordance with applicable law, solely for the purpose of proper execution of his obligations under the Contract and solely within the scope in which proper execution of the Contract by the Supplier would not be possible without processing personal data.
7. Unless otherwise agreed by the Parties in writing, with respect to personal data acquired by the Supplier on behalf of Unilever, the Supplier pledges to inform the persons whom the data concern in accordance with art. 13 or 14 General Regulation on the Protection of Personal Data (hereinafter: GDPR), in particular about the data controller’s name, address, the purpose of data collection, the legal basis for data processing by the data controller and the rights of data subjects.
8. The Supplier may further entrust the processing of Unilever personal data to another sub-processor, provided that the prior written consent of Unilever has been obtained and that entity applies an equivalent level of protection of Unilever personal data as specified in this paragraph. This right of the Supplier does not include the transfer of Unilever personal data to a third country in accordance with GDPR.
9. The Supplier undertakes to apply technical and organizational measures ensuring the protection of Unilever’s personal data and Unilever’s personal data adequate to the type of entrusted data, as well as the risk of violating the rights and freedoms of data subjects. The supplier declares that he is aware of the requirements of art. 32 GDPR and that it applies Unilever personal data security to the extent corresponding to the risk of processing this data.
10. The Supplier ensures that every person who has access to Unilever’s personal data, acts under its authority and has been obliged to keep Unilever’s personal data confidential.
11. The Supplier, as far as possible due to the nature of the processing of Unilever personal data and the information available to its, undertakes to assist Unilever in fulfilling the obligations set out in art. 32-36 GDPR. In particular, the Supplier undertakes to immediately provide Unilever with information on cases of breach of Unilever’s personal data protection.
12. The Supplier undertakes, as far as possible, to assist Unilever in exercising the rights of data subjects referred to in art. 15-22 GDPR.

13. Unilever may independently or through an entity authorized by Unilever, conduct an audit of the processing of Unilever’s personal data by the Supplier. Unilever undertakes to perform the above activities in a manner agreed with the Supplier.
14. In the event of termination of the Main Agreement, the Supplier is obliged, depending on Unilever’s decision, to delete or return the entrusted Unilever’s personal data, which should be confirmed by the protocol of removal or transfer. The above shall not apply if the Supplier’s obligation to further processing of Unilever’s personal data results from binding laws or a contract between the Supplier and the data subject.
15. Supplier shall notify Unilever immediately about raising by any person or public authority of any observations, reservations, suggestions or instituting procedures related to personal data.
16. The Supplier agrees that if it posts any content on the Internet on Unilever’s behalf in order to perform under the Agreement, all such content posted on the Internet shall be stored on servers designated by Unilever. The hosting of data stored on such servers by the Supplier shall be done by a third party designated by Unilever.

CONTRACTUAL PENALTIES

§ 17. General Provisions

1. Reservation in the General Terms & Conditions or in the Contract of the requirement for the Supplier to pay Unilever contractual penalties in the event of nonperformance or improper performance of the Contract does not exclude nor limit the right of Unilever to demand remedying the damage under general rules to the extent, to which its value exceeds the amount of the reserved contractual penalty.
2. All contractual penalties and indemnifications due to Unilever from the Supplier shall be paid by the Supplier to the Unilever bank account within 14 days of a written demand issued by Unilever.

§ 18. Contractual Penalties Relating to Delivery of movable items

1. In the event of the Supplier’s delay in meeting the Delivery deadline of movable items or any lot of movable items (when delivery of movable items in separate lots is stipulated), the Supplier shall pay to Unilever a contractual penalty amounting to 0.5% of the gross value of the entire DO for each started day of delay. Charging contractual penalties does not limit nor exclude other rights of Unilever under the Contract or regulations of law, in particular the right to cancel the Contract.
2. Irrespective of the provisions in section 1 above, in the event of the Supplier’s delay in meeting the Delivery deadline of movable items or any lot of movable items exceeding 14 (fourteen) days, Unilever shall have the right to cancel the Contract at its discretion – in relation to all or part of the Delivery, with such cancellation treated as termination due to Supplier’s fault. In such an event the Supplier shall pay to Unilever a contractual penalty in amount equal to gross unit price of a movable item multiplied by the quantity of movable items as to which Unilever has cancelled the Contract
3. In the event of cancellation of Contract by the Supplier without giving a reason or for reason attributable to the Supplier, the Supplier shall pay to Unilever a contractual penalty equal to the total gross value of all movable items covered by the Contract.
4. In the event of failure to meet the term of delivering the movable items repaired under warranty or the movable items to be supplied as replacement for faulty items, the Supplier shall pay to Unilever a contractual penalty consistently with provisions of section 1 above. Yet, in the event that the term of delivering the movable items repaired under warranty or the movable items to be supplied as replacement for faulty items is exceeded by more than 14 days, than provisions of section 2 above shall apply respectively.
5. Irrespective of the above provisions, in the event of ascertaining inconsistency with the Contract of at least 1% (one percent) of the quantity of movable items covered by the given DO, Unilever shall at any time have the right to cancel the Contract in its entirety or in part, with such cancellation treated as termination for reasons attributable to the Supplier. In such an event the Supplier shall pay to Unilever a contractual penalty in amount equal to gross unit price of a movable item multiplied by the quantity of movable items as to which Unilever has cancelled the Contract

§ 19. Contractual Penalties Relating to Delivery of Services

In the event of the Supplier's delay in performing a Service, or any phase of its performance (when the Parties agreed on performance of the Service in phases), the Supplier shall pay to Unilever a contractual penalty amounting to 0.5% (half a percent) of the remuneration for performance of the Service for each started day of delay in performing a Service, or its given phase. Charging contractual penalties does not limit nor exclude other rights of Unilever under the Contract or regulations of law, in particular the right to cancel the Contract. The above does not apply in the event that causes of the delay were attributable to Unilever or to force majeure.

ENDING VALIDITY OF THE CONTRACT

§ 20. Termination of the Contract

1. With reservation of the other provisions in the General Terms & Conditions, in particularly provisions of above § 17-19, Unilever is entitled to cancel the Contract or terminate the Contract on terms specified in following sections 2-6.
2. With reservation of provisions set out in § 18 section 2 concerning movable items, for the remaining range, given the field of Unilever activities (FMCG), the Parties accept that execution of all Deliveries should take place on strictly specified dates. Failure to make the Delivery on the date specified in DO entitles Unilever to cancel the Contract without setting a new date. In the event of failure to make part of Delivery, Unilever will be entitled to cancel the remaining part of the Contract or cancel the entire Contract, when in the view of Unilever making only part of the Delivery will be immaterial in view of the Delivery purpose or features of the obligation, The Parties accept that, unless the DO explicitly provides for something else, the condition for appropriate use of a Delivery and meeting the intended business objectives of Unilever is in each case Sa Delivery in full, on time and carried out in the correct way. In the event of cancelling the unperformed part of the Contract, on the basis of section 5 of this paragraph, Unilever will be required to pay the Supplier only the remuneration for the services properly rendered on schedule by the Supplier consistently with provisions of the Contract – up to the time of its termination through cancellation.
3. Unilever is entitled to terminate the Contract at any time, with reservation of the requirements set out in section 4 of this paragraph, on 14 days notice, without specifying the reasons. In the notice regarding termination of the Contract, Unilever shall indicate the actions required from the Supplier on receipt of the Contract termination notice and before the termination becomes effective for appropriate performance of services.
4. In the event of terminating the Contract on terms of section 3 of this paragraph, Unilever will be required to pay the Supplier:
 - a. remuneration for all services properly rendered by the Supplier on schedule, consistently with provisions of the Contract, up to the date of receiving the notice regarding Contract termination;
 - b. remuneration for all services properly rendered during the period between receipt of notice regarding termination and the effective date of termination, within the scope specified in the notice of intended termination of the Contract;
 - c. indemnification for actual losses incurred by the Supplier in connection with actions carried out by the Supplier prior to receipt of the notice of intended Contract termination and actions carried out by the Supplier after receipt of the notice of intended termination and the effective date of termination, when such actions could not be stopped without irreparable loss and provided that such actions were carried out for the purpose of proper performance of services on schedule and have been agreed by the Parties, and the Supplier made every effort to prevent the loss. In such an event, on demand of Unilever, the Supplier undertakes to issue to Unilever, within a reasonable time specified by Unilever, all the movable items and to transfer to Unilever all the rights – procured by the Seller from third parties, and which the indemnification paid out by Unilever concerned.
6. Any further liability of Unilever in the event terminating or cancelling the Contract under terms of this paragraph or provisions of the Contract is excluded.
7. In the event of cancellation, termination or expiration of a Contract stipulating provision of Services of IT nature or involving entering of data in the server, the Supplier within an appropriate deadline specified by Unilever shall be required to:

a. providing to Unilever or the entity specified by Unilever of all the materials created by the Supplier in connection with performing the Contract, and in particular::

- i) all the files on the servers used by the Supplier until the date of Contract termination;
 - ii) copies of all databases linked to functioning of the data held by the servers (including computer services);
 - iii) exhaustive information as to hardware and software requirements regarding the server on which the data will be stored (including computer services);
 - iv) instructions regarding installation of data (including computer services) on the server meeting the requirements referred to in point iii.
- b. providing to Unilever or the entity specified by Unilever of all Compositions carrier devices, provided these have not been transferred earlier;
- c. providing to Unilever or the entity specified by Unilever access to the server on which data (including computer services) are stored;
 - d. providing Unilever with all passwords and access codes allowing Unilever to make changes to the Compositions.
8. Transfer of the materials and carriers referred to above in section 6 shall take place by transfer of the carriers specified by Unilever..
 9. The transfer referred to above in section 7 shall be documented by a protocol of materials, carriers, passwords and access codes transfer signed by the Parties.
 10. In the event that the Supplier fails to transfer all the materials and carriers referred to above in section 6, Unilever shall specify an additional term for the Supplier, not longer than 2 (two) business days, following which the Parties shall proceed once more to the receipt procedure.
 11. Within 3 (three) days counting from the day of signing by both Parties without any reservations of the transfer protocol of materials, carriers, passwords and access codes there is a so-called transitional period to allow Unilever or the entity specified by Unilever seamless take-over of data (including computer services) handling, and in particular downloading the services to new servers and effecting rerouting of DNS and take-over by Unilever of the Internet domain registered or purchased by the Supplier in the name or on behalf of Unilever. During that time the Supplier is required to fully cooperate with Unilever or the entity specified by Unilever so as to allow for full take-over of data (including computer services) handling in a way allowing for their uninterrupted functioning.
 12. During the transitional period the Supplier bears responsibility for effective functioning of the data (including computer services) until the time of rerouting DNS to the server designated by Unilever or the entity authorized by Unilever or providing access for Unilever or the entity authorized by Unilever to the passwords to data (including computer services).
 13. In the event of breaching any of the provisions set out above in sections 6-11 of this paragraph by the Supplier, the Supplier will pay to Unilever a contractual penalty in the amount of PLN 50,000 (fifty thousand) within 7 (seven) days counting from the date of receipt by the Supplier of the Unilever demand along with charging note.

§ 21. Final Provisions

1. The Contract, and in particular its validity, interpretation and performance is governed by Polish law. In Contracts relating to rendering of Services by the Supplier, the application of CC Articles 737, 742, 743, 746 § 2, 748 is excluded.
2. The General Terms & Conditions bind the Parties from the moment when the Supplier proceeds to Negotiations or Bidding Procedure, provided that the General Terms & Conditions have been delivered to the Supplier in connection with provision of the Brief, starting Negotiations or invitation to the Bidding Procedure, or have been known to the Supplier earlier, particularly in connection with earlier cooperation of the Parties concerning Deliveries. In particular, the Supplier may be required to acquaint himself with the General Terms & Conditions and to accept them on-line.
3. Supplier is not entitled to transfer either all or part of the rights and obligations stemming from the Contract to any third party without prior Unilever consent expressed in writing, or the transfer will be invalid.
4. Unilever is entitled to make changes in the General Terms & Conditions at any time. The change of the provisions contained in the General

Terms & Conditions for its validity and entry into force requires the Unilever statement posted at the website: <https://www.unilever.pl/dladostawcow/>, about the change of the General Terms and Conditions and its scope. A change to the General Terms entitles the Supplier to submit a statement terminating the contract with 7 days' notice, however, the Services accepted for realization by the Supplier during the validity of the current General Terms will be fulfilled on the current terms. The Supplier's statement should be submitted in writing within 3 days from the date of receipt of the information on the publication of the General Terms and Conditions on the Unilever website.

5. Concluding a Contract, the Supplier expresses consent to transfer by Unilever of all or part of Unilever rights and obligations under the Contract to third parties – entities directly or indirectly subordinated to Unilever N.V. of Rotterdam or Unilever Plc of London. Unilever shall notify the Supplier of its intention to transfer the rights and obligations to a third party in writing, at least seven days in advance.
6. Should any provision of the Contract be ruled as breaching provisions of binding law, that provision will be deleted from the Contract, which in the remaining parts will continue to be fully binding on the Parties. In the event that it will be necessary for consistency of Contract interpretation, the Parties undertake in each such case to negotiate in good faith, to replace the deleted provision with an alternative provision complying with law, a provision closely approximating the deleted provision.
7. The governing law of the Contract will be the law of the Republic of Poland. Application of the Vienna Convention on contracts of international sale of goods dated 11 April 1980 is excluded in full. All disputes arising in connection with the Contract shall be submitted by the Parties to jurisdiction of Polish courts, and the appropriate court for adjudicating the dispute will be the general court with jurisdiction over the site of Unilever head office.
8. These General Terms & Conditions are applicable only to legal relations between Unilever and Suppliers who are entrepreneurs in the sense of CC Article 43¹. Application of the General Terms & Conditions in relations with consumers is excluded.
9. General Terms & Conditions do not constitute a supplement or change of the contracts concluded by Unilever with Suppliers in written form, before their entry into force, unless otherwise agreed in written form by Unilever and a Supplier. To Unilever's best knowledge, before the entry into force of General Terms & Conditions, Unilever has not entered into any contracts or agreement in any other form than in writing and signed, terms of which would be binding upon Unilever after entry into force of present General Terms & Conditions. In case any Supplier is of opinion that the Parties have entered into a binding agreement before entry into force of present General Terms & Conditions – in other form than in writing and signed – such Supplier is obliged to submit to Unilever a clear statement in abovementioned matter within 7 days of the date of entry into force of these General Terms & Conditions. Such statement shall specify the terms of such binding non-written agreement and persons who concluded such agreement. If Unilever does not receive a statement referred to above, it shall mean that the Parties confirm that no agreements in other form than in writing exist between the Parties as of date of these General Terms & Conditions.
10. These General Terms & Conditions shall come into force as of 27 February 2023, and shall apply to Deliveries ordered by Unilever as from this day i.e. the Deliveries supported by DOs that are issued in Coupa Easybuy after 27.02.2023. Whenever in the text of DO, Contract or other agreements, documents, information, names of electronic files, Internet links, etc. there is a reference to "General Terms & Conditions of Delivery Unilever 13.2.2023, 4.3.2021, 4.2.2019, 4.1.2015, 3.1.2013, 3.1.2012 or 2.1.2011 or 1.1.2010" (or in brief "Unilever OWD" etc.) /in the case of English language version - OWD Unilever 13.2.2023, 4.3.2021, 4.2.2019, 4.1.2015_ENG or 3.1.2013_ENG or 3.1.2012_ENG or 2.1.2011_ENG or 1.1.2010_ENG/ or similar reference to Unilever OWD it should be understood as this General Terms & Conditions in the version binding since 27 February 2023.
11. English version of Unilever OWD is a translation only of Polish version. In the case of any discrepancies Polish language version of Unilever OWD shall prevail.

Barbara Kuśmierczyk

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Łukasz Szymański

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Signatures: