

1. Equipment will be delivered to Buyer as agreed in writing. Title and risk pass to Buyer on delivery, unless otherwise stated in the purchase order. Supplier shall ensure that each shipment has all the documents required under Applicable Laws.
2. If the Buyer makes payments in advance, the Supplier must, at its own expense, provide an advance payment guarantee from a bank acceptable to the Buyer in a format acceptable to the Buyer, before the Buyer is required to make such payment.
3. If required by Buyer as a condition to any payment, Supplier shall provide a performance bank guarantee from a bank acceptable to the Buyer, and in a form acceptable to the Buyer, and shall maintain the same in full force and effect, and in the amounts and for a duration as specified by the Buyer.
4. Supplier must deliver each item of Equipment and service deliverable by the required delivery dates notified by Buyer. If Supplier misses any of these deadlines, Supplier shall on first demand, and within five (5) business days of such demand, pay to Buyer a late fee of one per cent of the total price per week, capped at ten weeks' liability for each deadline. Supplier agrees that such damages are reasonable and are not excessive. If such damages are not recoverable at law, or do not compensate Buyer for all its loss, cost, damage and expense arising from the delays, then in either event Buyer may, in addition, claim general damages at law for the delay. Such damages do not remove Supplier's obligation to complete Supplier's scope of work, provision and services, nor do they limit Buyer's other rights arising at law or otherwise.
5. The Buyer may, in writing, instruct the Supplier to increase, decrease, or change their work or Specifications ("**Variation**"). The Supplier shall comply with these instructions, and both parties shall record a change order signed by each party if there is a cost impact resulting from the Variation. A change order shall be deemed accepted 5 days after receipt unless objected to by the Supplier in writing. If the Variation only affects the timelines, a change order is not mandatory, and the parties may agree to the Variation in any written form.
6. Supplier shall have and keep adequate general liability, professional liability, product liability, workers compensation and/or employee liability insurance, transit insurance and/or other insurance and show proof to Buyer if required. The policies must include waiver of subrogation rights against Unilever Group companies and their contractors, agents, officers, directors and employees.
7. Unless otherwise agreed in writing, Supplier shall not: (a) change components, Specifications, manufacturing process, manufacturing equipment, approved plant or agreed delivery method; or (b) implement changes which alter Equipment rendering them unacceptable to Buyer's technical clearance process, even if the Equipment are still within the Specifications.
8. Supplier acknowledges that Buyer does not usually inspect the Equipment on delivery and relies on Supplier's quality assurance and that no Buyer shall be under any obligation to do so. Buyer's acceptance of Equipment is subject to clause 11. Supplier is responsible for removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Equipment.
9. 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. This indemnity does not apply if the non-conformity is due to conformance with the Specifications, unless Supplier helped develop those Specifications.
10. Supplier shall indemnify, defend and hold Buyer harmless from all losses, costs and liabilities incurred by Buyer due to personal injury or death caused to any person, because of the action or inaction of Supplier or Supplier's personnel or contractors.
11. **Limitation of Liability**

11.1. Neither Supplier nor Buyer will be liable for any indirect or consequential losses.

11.2. A party's total liability in respect of claims arising from or connected to a purchase order shall be limited to one hundred per cent (100%) of the purchase order value.

11.3. The limitations at clauses 11.1 and 11.2 do not apply in respect of liabilities arising from or with respect to any of the following: (a) indemnities; (b) infringement of third-party intellectual property rights; (c) confidentiality obligations; (d) fraud or wilful default; (e) death of or injury to any person; (f) liquidated or pre-agreed damages or other express monetary penalties including late fees; (g) amounts payable under insurances; and (h) return of price on rejection of goods.

12. Testing of Equipment

To the extent applicable, there shall be two stages to testing as follows:

12.1. **Factory Acceptance Testing:** Before dispatching an Equipment to Buyer's site, Supplier shall carry out, in the presence of Buyer's representative, all necessary tests to ensure and demonstrate that the Equipment is in operable condition and can meet the Buyer's requirements once properly installed.

12.2. Site Acceptance Testing:

Immediately following the installation of the Equipment at Buyer's site, Supplier shall perform, in the presence of Buyer's representative, tests reasonably approved by Buyer (the "**Acceptance Tests**"), to demonstrate that the Equipment meets the requirements of the Buyer, including all performance, emissions and noise requirements. All costs incurred in order to achieve successful completion of the Acceptance Tests, including dismantling and re-erection, shall be borne by Supplier. The Buyer will sign a certificate of acceptance only after the Acceptance Tests are

successfully completed and all remaining criteria for acceptance are met. Use of the Equipment by a Unilever Group company does not mean acceptance.

The remaining criteria for acceptance are: (i) an agreement between parties of a punch list of minor items not affecting safe operation that Supplier will correct within 30 days; (ii) payment of any late fees due to Buyer; and (iii) delivery by Supplier of an irrevocable waiver of claims, liens and security rights over the Equipment and related services deliverables

13. Guarantee: Without taking away Buyer's other rights under the contract or at law, Supplier guarantees, based on 24 hour, 7 day per week working environment, for a 24 month period following the date of successful completion of Acceptance Tests or such other period specified in the Specification (the "**Guarantee Period**"), that Supplier will at Buyer's option promptly repair or replace free of all cost to Buyer the Equipment or any part of it which, in normal use and service, fails to comply with one or more of the warranties ("**Guarantee**"). Such repairs and replacements shall be made to Buyer's satisfaction. This Guarantee does not apply to circumstances of normal wear and tear. If, within seven (7) days of notice by Buyer of a repair and/or replacement requirement under the Guarantee, Supplier has not initiated and advised Buyer of the initiation of the required action, then Buyer may perform or arrange for the repair or replacement, and this will in no way invalidate any provision of the Guarantee. The costs of the steps taken by or on behalf of Buyer shall be paid or refunded by Supplier on demand.

