

1. Warehousing Services

1.1. Unless otherwise agreed in writing, Supplier shall provide warehousing services that include the following: (a) receipt and inspection of goods upon arrival at the warehouse; (b) storage of goods in a manner that ensures their safety, security, and preservation; (c) inventory management, including regular stock counts and reporting; (d) picking, packing, and preparation of goods for dispatch; (e) loading and unloading of goods; (f) coordination of transportation for inbound and outbound shipments; (g) handling of returns and damaged goods in accordance with Buyer's policies ("Services").

2. Service Standards

2.1. Supplier shall ensure that the Services are performed: (a) to meet the express requirements of the Agreement, as well as lawful and reasonable directions of Buyer; (b) in accordance with any standards, specifications, work scopes, and process requirements specified by Buyer (i) at <https://www.unilever.com/suppliers/unilever-logistics-policy-gateway/> and/or (ii) during the execution of the Services, as agreed between the parties; (c) with all the skill and care of a highly skilled and diligent service provider; (d) by suitably selected, skilled, trained, and managed personnel; (e) to meet any milestones/key dates and any service levels agreed by the Parties; and (f) in compliance with all permits, licenses, intellectual property rights, approvals and applicable laws. In the event Supplier fails to meet any of the milestones/key dates and any service levels agreed upon, Supplier shall incur a penalty for each instance of non-compliance equivalent to at least 10% of the charge payable to Supplier for the Service in question.

2.2. Supplier shall: (a) properly handle, store and ship the goods (including security and safety aspects); and (b) ensure accurate traceability and labelling of the goods, including that they are clearly identifiable as the property of the UGC (or such party as specified by Buyer).

2.3. Where applicable, Supplier is responsible for the following in respect of repacked goods: (a) unless otherwise instructed by Buyer in writing, packaging shall not be assembled using rivets, steel-staples, steel wire or any similar metal items; and (b) ensuring there is no legal requirement that prohibits, prevents or restricts: (i) the supply of goods incorporating repack components; or (ii) their use in the production of goods for human consumption.

2.4. All goods remain the property of Buyer (or its nominee) – there is no passing of title and Supplier has no right to subject the goods to liens, charges or anything similar. In the event that any lien or encumbrance is imposed contrary to this provision, Supplier shall promptly take all necessary actions to remove such lien or encumbrance at its own expense.

2.5. The legal risk transfers to Supplier at the point of delivery into Supplier's care, custody or control. Buyer may at any time on reasonable notice require hand-over of the goods.

2.6. If there is a recall, for any reason, affecting the goods being handled under the Services, Supplier shall reasonably assist UGC in developing and implementing a strategy to deal with the situation and track affected products in its custody (including notifying Buyer of any action it is legally required to take). Except where required by law, Supplier shall not initiate a recall without Buyer's prior written consent.

2.7. For warehouses provided by Supplier, it shall ensure those warehouses are: (a) properly equipped and maintained, including in accordance with the standards agreed by the Parties and including the "Unilever Quality Standard: Warehouse and Transport" as made available by Buyer; (b) used only for the storage of products suitable for human consumption and/or use; (c) if designated as 'dedicated', Supplier shall not during the term of this Agreement supply services, nor store any goods, products or materials, for any third parties at the warehouse without Buyer's prior written consent; and (d) accessible by Buyer representatives on 24 hours' prior notice (attendees will comply with reasonable site rules).

2.8. For warehouses provided by Buyer or its affiliates: (a) Supplier may only use those sites to provide the Services; (b) the Parties shall conduct a joint review of the warehouses and prepare a condition report; and (c) Supplier shall inform Buyer of any non-compliance of the warehouse with the requirements of this Agreement.

3. Inventory Management and IT Services

3.1. Supplier shall implement and maintain an inventory management system that is compatible with Buyer's systems and provides real-time visibility of stock levels. Supplier shall maintain accurate and up-to-date records of all goods stored in the warehouse, including details of quantities, locations, and any movements of goods. It shall conduct regular physical inventory counts and reconcile with its records, and shall immediately notify Buyer of any discrepancies.

3.2. In the performance of the Services, Supplier shall provide IT systems that: (a) deliver 99.99% monthly availability (excluding reasonable and mutually agreed scheduled downtime); (b) can process payments in currencies as directed by Buyer; (c) are protected, using good professional practice, from viruses and other malicious code; and (d) comply with all relevant Unilever Policies, in particular the IT Systems Specifications and Process Integration Policy (as made available by Buyer). Supplier shall provide reasonable training and documentation to Buyer personnel on the operation of its IT systems.

3.3. Where required by Buyer to use its IT systems and/or those of affiliates or suppliers/customers, Supplier shall use them in accordance with good professional practice and only for the provision of the Services. Supplier shall be responsible for necessary IT training of its personnel.

4. Reporting and Communication

4.1. Supplier shall provide Buyer with monthly reports on the status of the Services, including inventory levels, stock movements, and any issues or incidents that have occurred. Supplier shall maintain open and effective communication with Buyer, promptly informing Buyer of any matters that may affect the performance of the Services.

5. Health, Safety and Security

5.1. Supplier shall provide the Services in a manner which properly and lawfully provides for: (a) efficient, economic, environmentally respectful and safe use of staff, vehicles and equipment; (b) screening of staff that will access Unilever premises (including those of third-party suppliers/customers). It shall implement and maintain appropriate security measures to protect the goods in its care under this Agreement from theft, damage, and unauthorized access.

6. Insurance

6.1. Supplier shall ensure it has, during the Agreement and until expiry of the corresponding limitation period for such claim-types, insurance of the types and amounts consistent with good business practice for the type of Services offered herein, including the following: (a) commercial general liability; (b) commercial property; (c) warehousemen legal liability; (d) business interruption; (e) equipment breakdown; (f) cyber liability; (g) transportation insurance; (h) commercial auto insurance; (i) employer liability; (j) workers' compensation; (k) employee dishonesty; (l) stock and inventory; (m) flood and earthquake insurance; (n) and any other legally mandated insurances.

6.2. Unless Buyer agrees in writing otherwise, insurance policies shall name Buyer and its affiliates as additional insured parties. The policies shall include waiver of subrogation rights against Buyer and Buyer's affiliates as well as their contractors, agents, officers, directors, and employees.

7. Indemnity - Liability

7.1. Buyer's liability for any claims arising under this Agreement shall be limited to the total Charges paid by Buyer during the six months preceding the event giving rise to the liability. In no event shall any party be liable to the other for any indirect, incidental, consequential, or punitive damages, including loss of profits or business interruption, arising out of or related to this Agreement.