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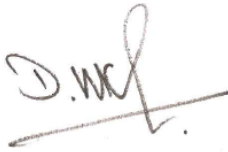
Dear Customer

This booklet sets out Unilever Food Solutions' Terms of Trading.

We're making a number of changes to help deliver the Unilever Sustainable Living Plan, including our pledge that by 2020 emissions from our global logistics network will be at or below 2010 levels. This will represent a 40% improvement of CO₂ efficiency. We continue to look for opportunities to remove road miles by making the best use of vehicle space and look forward to working with you to achieve this objective and to sustainably grow our joint business.

Yours faithfully

Damian McLoughlin

Handwritten signature of Damian McLoughlin in black ink, featuring a stylized 'D.M.' followed by a long horizontal stroke.

Sales Director

Unilever Food Solutions'

Jon Strachan

Handwritten signature of Jon Strachan in black ink, consisting of a series of overlapping loops and a long horizontal stroke.

Vice President Customer Supply Chain

Unilever UK & I

1. Introduction & Glossary

The terms and discounts set out in this booklet will become effective from 1 March 2015 and on that date will replace all existing terms and discounts offered by Unilever UK Limited (“**Unilever Food Solutions**”) for its Food Solutions’ goods (except those made by Unilever’s retail business for which separate terms apply).

Should you require any further advice on specific issues arising from this booklet, please discuss this with your usual contact at Unilever Food Solutions.

Abbreviation	Description	Relevant Sections
EDI	Electronic Data Interchange	3 and 6
Full Layer	A complete layer made up of cases of a SKU as set out in the Unilever Food Solutions’ Price List	4
Full Pallet	A standard factory pallet made up of cases of a single SKU as set out in the Unilever Food Solutions’ Price List	4 and 5
GLN	Global Location Number	6
GTIN	Global Trade Item Number (set out as the Outer Case Article Number and the Selling Unit Article Number in the Unilever Food Solutions’ Price List)	6
MOP	Minimum Order Price	3,4,6,7 and 8
MOQ	Minimum Order Quantity, which is the minimum number of cases for delivery palletized to a single delivery point at the same time and date	3 and 4
Nominated Delivery Day	Orders below 6 PFSE will be delivered on the nominated delivery day for the area with no booking times being agreed	3
PFSE	Pallet Floor Space Equivalent (calculated in accordance with Section 4.1)	4
POD	Proof of Delivery	4 and 7
Quarter	As specified in section 9	4,5 and 9
SKU	Stock Keeping Unit	3 and 4
Stacking Factor	The multiple used to calculate the PFSE quantity, as shown on the Unilever Food Solutions’ Price List	4
Supply Chain	Chilled Foods or Ambient Foods as set out in the Unilever Food Solutions’ Price List.	3,4 and 5
Working Day	Monday to Friday excluding Public Holidays	3

2. Summary of Terms

This booklet sets out the basis on which we, Unilever Food Solutions, will do business with you, our customer. Section 3 sets out our General Business Terms, which are the minimum requirements for obtaining our MOP. Sections 4 - 8 then provide details of additional services and discounts which we offer, subject to you fulfilling the conditions set out in those sections.

A summary of these terms is set out below.

Term	Definition	Discount	Section
General Business Terms	Qualifying conditions for MOP	No Discount	3
Logistics Efficiency Terms (LET)	Drop Size & Handling	Ambient up to 5.1% of MOP Chilled up to 5.7% of MOP	4
Enhanced Delivery Services	Day 1 for Day 2, Chilled Composite Pick to Zero Operation and Selective Hauling	LET discounts still apply	5
Electronic Business Terms (EBT)	Electronic Ordering, Invoicing & Price File Synchronisation	Up to 0.5% of MOP	6
Pay As Billed (PAB)	Payment without deductions	0.5% of MOP	7
Early Payment Terms	Payment in 7 or 15 days	Up to 0.75% of MOP (net of LET, EBT and PAB)	8

Unilever Food Solutions reserves the right to alter, remove or suspend the discounts set out in this Unilever Food Solutions' Terms of Trading booklet at any time but will, wherever possible, give customers at least 4 weeks' notice of such change. No alteration to this booklet is valid except as set out in a letter signed on behalf of Unilever Food Solutions by our Sales Director.

3. General Business Terms

Customers **must** comply with the qualifying conditions set out in this Section in order to be eligible for Unilever Food Solutions' MOP and for any of the discounts set out in Sections 4 - 8. If you cease to comply at any time our Compliance Process set out in Section 9 will apply.

Qualifying Conditions for ordering at Unilever Food Solutions' MOP

- A. Every order placed must be for SKUs of one Supply Chain (as described in the table below) and the following MOQs will apply, except where Unilever Food Solutions amends your order.

Supply Chain (as set out in the Unilever Food Solutions' Price List)	Minimum number of cases ¹ for delivery palletised to a single delivery point at the same time and date
Chilled Foods	50 cases
Ambient Foods	100 cases

¹ Please refer to the Unilever Food Solutions' Price list for details of the number of units per case, number of cases per Full Layer and number of cases per Full Pallet and Stacking Factor for each SKU

- B. You must pay our invoices by electronic payment in cleared funds within the following maximum timescale:

Standard (30 Days) - Daily: 30 days from date of invoice

In each case if the due date is not a Working Day then payment is due on the next Working Day. Invoices are printed and dated upon dispatch of the relevant goods. Discounts for earlier payment are set out in Section 8.

- C. Acceptance of orders will not take place until delivery by us and will be subject to Unilever Food Solutions' Terms and Conditions of Sale (set out in Section 11, as amended from time to time).
- D. You must confirm a delivery by signing a POD on receipt into your distribution network (in the case of backhaul this will be at the time of collection by you) and returning the POD to our carrier before they leave the delivery location.
- E. Where you have one or more National or Regional Distribution Centres, orders must be for delivery to one of those depots.
- F. Orders are for delivery within the United Kingdom.
- G. All orders for promotional stock are also subject to Unilever Food Solutions' Terms and Conditions for Promotions (set out in section 12, as amended from time to time).
- H. Please note that in certain circumstances Unilever Food Solutions' will not be able to supply a customer without receipt of an appropriate payment on account or an executed direct debit mandate. Such circumstances include (but are not limited to) an unsatisfactory credit check (undertaken by Unilever Food Solutions on new customer accounts) or persistent late payment. Unilever Food Solutions reserves the right to require a payment on account or executed direct debit mandate in its sole discretion.

Unilever Food Solutions' Delivery Options

- 3.1 Unilever Food Solutions offers the following delivery options for all Supply Chains:
- (a) Standard delivery for the UK mainland is day 1 for day 3, on Working Days
 - (b) Standard delivery for Northern Ireland, the Channel Islands, Scottish islands and the Isle of Man is day 1 for day 4, on Working Days
 - (c) For your order to qualify as having been received on day 1 the order must be placed by 11.30am on a Working Day.
 - (d) For order sizes of fewer than 6 PFSE, orders will be delivered according to the Nominated Delivery Day schedule applicable to the delivery area and no booking times will be agreed by Unilever Food Solutions.
 - (e) For the avoidance of doubt, public holidays and weekends are to be excluded from the calculation of all lead times above.
 - (f) Lead times are estimates only – Unilever Food Solutions is not liable for delivery outside these lead times.

Ordering Information

- 3.2 Unilever Food Solutions will provide you with updates to the Unilever Food Solutions' Price List. It is your responsibility to ensure that any orders you submit to us are for current SKUs and reflect the invoice price and ordering behavior (e.g. PFSE and Full Pallets) in respect of the logistics efficiency discounts you expect to apply to your account.
- 3.3 Your order can be transmitted to us by EDI, XML GS1 standard or by fax at any time and will be processed between 9am and 4pm on Working Days. Orders transmitted on Saturdays, Sundays and public holidays will be processed on the next Working Day which shall be day 1 for the purpose of paragraph 3.1 above. Our contact details are set out in section 10.
- 3.4 We will not substitute stock without agreeing this with you.
- 3.5 The MOP which will apply to an order is the one set out in the Unilever Food Solutions' Price List on the date of order.
- 3.6 If your order exceeds the weight or capacity for one drop you may receive multiple drops.

Delivery and Returns Information

- 3.7 You should notify us (at our Head Office address - see Section 10) as soon as possible of any operational delays or problems that may result in refusals or a subsequent withdrawal of a delivery.
- 3.8 Goods will be delivered on standard 1200 x 1000 mm pallets leased from Chep Limited (Blue Chep) or such other pallet provider as Unilever Food Solutions may designate from time to time.
- 3.9 Goods may only be returned to Unilever Food Solutions with our prior authorisation. You must contact us (at our Head Office address - see Section 10) if you have goods for return and provide us with details of your delivery note number and the reason for return. If we authorise the return we will give you a collection reference number and notify you whether prior authorised returns are to be returned by you or should be made available for collection by us.

Customer claims, queries and invoices

- 3.10 You must submit all customer claims, queries and invoices with all relevant supporting data (see paragraph 3.14 below) to Unilever Food Solutions within the following timescales.
- (a) any promotional claim, query or invoice must be submitted within 90 days of the end of the relevant promotion; and
 - (b) without prejudice to (a), all claims, queries or invoices (whether related to promotions, audits or other matters) must be submitted within 1 year of the date of delivery of the goods to which the invoice, claim or query relates.
- 3.11 Unilever Food Solutions' standard payment terms for valid customer invoices submitted pursuant to paragraph 3.10 above are 30 days from receipt of valid, accurate invoices together with all necessary supporting data.
- 3.12 Unilever Food Solutions will pay customer invoices submitted pursuant to paragraph 3.10 by BACS transfer or credit note.
- 3.13 All customer claims, queries and invoices should be E Mailed to ARQuery.UK@unilever.com or be sent (marked for the attention of department G.N.124) to our Head Office (address set out in Section 10).
- 3.14 All customer claims, queries and invoices should be accompanied by all relevant supporting data, which may include: an annotated POD, price confirmation/authorisation from an authorised Unilever Food Solutions' representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as Unilever Food Solutions reasonably requests.
- 3.15 Unilever Food Solutions' liability for any one audit claim shall be limited to £300.
- 3.16 Unilever Food Solutions' liability for late payment of valid customer generated invoices is limited to payment of interest at an annual rate of 2% over the base rate of the Bank of England, for the period between the due date and actual payment.

4. Logistics Efficiency Terms

Logistics Efficiency Terms (LET) allow a customer to qualify for discounts to reflect the relative efficiencies in Unilever Food Solutions' distribution network for different drop sizes, handling formats and lead times.

Qualifying Conditions for LET

- A. Compliance with Section 3 (General Business Terms).
- B. Use of standard fulfilment methods and formats.

LET discounts

The discount applicable to each Supply Chain will be evaluated by Supply Chain and applied to all SKUs in that Supply Chain. Different Supply Chains may attract different discounts. A customer placing over 20 orders per year must comply with the drop size and handling band requirements for a level of discount for one full Quarter. Customers placing less than 20 orders per year will have their compliance measured over one full year (September to August)

Chilled Supply Chain

Discounts in % of MOP	Handling band 4 < 50% Full Pallets	Handling band 3 50% to 75% Full Pallets	Handling band 2 75% to 95% Full Pallets	Handling band 1 95% to 100% Full Pallets
Drop size band 1 > 24 PFSE	4.8%	5.1%	5.4%	5.7%
Drop size band 2 18 - 23.99 PFSE	4.6%	4.9%	5.2%	5.5%
Drop size band 3 12 - 17.99 PFSE	4.3%	4.6%	4.9%	5.2%
Drop size band 4 6 - 11.99 PFSE	3.9%	4.2%	4.5%	4.8%
Drop size band 5 100 cases - 5.99 PFSE	2.7%	3.0%	3.3%	3.6%
Drop size band 6 50 - 99 Cases	n/a	n/a	n/a	n/a

Ambient Supply Chain

Discounts in % of MOP	Handling band 4 < 50% Full Pallets	Handling band 3 50% to 75% Full Pallets	Handling band 2 75% to 95% Full Pallets	Handling band 1 95% to 100% Full Pallets
Drop size band 1 > 24 PFSE	4.2%	4.5%	4.8%	5.1%
Drop size band 2 18 - 23.99 PFSE	4.0%	4.3%	4.6%	4.9%
Drop size band 3 12 - 17.99 PFSE	3.7%	4.0%	4.3%	4.6%
Drop size band 4 6 - 11.99 PFSE	3.3%	3.6%	3.9%	4.2%
Drop size band 5 200 cases - 5.99 PFSE	2.1%	2.4%	2.7%	3.0%
Drop size band 6 125 - 199 Cases	1.6%	1.9%	2.2%	2.5%
Drop size band 7 100 - 124 Cases	MOP	0.3%	0.6%	0.9%

Calculation of Drop Size Bands

- 4.1 The PFSE of an order line is calculated by dividing the number of cases ordered of each SKU by the number of cases in a Full Pallet and dividing by the Stacking Factor. The PFSEs for each SKU in an order are added together to calculate the total PFSE for the order as set out in the example below.

$$\text{PFSE} = \frac{\text{Number of Cases ordered}}{\text{Number of cases on a Full pallet}} \times \frac{1}{\text{Stacking Factor}}$$

- 4.2 Multiple orders for delivery to the same delivery point on the same date, time and vehicle count as one drop.
- 4.3 Where two or more vehicles are required to deliver an order (due to it exceeding a vehicle's maximum weight or capacity) these will count as separate drops.

4.4 The drop size band to which you are assigned for a Quarter/year will be based on your average drop size (calculated as the total number of PFSEs delivered to all delivery points in a Quarter/year divided by your total number of drops during that Quarter/year).

Calculation of Handling Bands

4.5 For each order line the number of cases ordered will be divided by the Full Pallet Quantity for each SKU (as shown on the Unilever Food Solutions’ Price List) to calculate the number of cases ordered as Full Pallets.

4.6 For compliance calculation purposes, the total number of cases ordered as Full Pallets during a Quarter/year is divided by the total number of cases ordered during a Quarter/year to give the % Full Pallets for the Handling Band, as set out in the example below.

Code	Product	Master Data		Handling Band Calculation		Drop Size Band Calculation	
		Cases / pallet	Stacking Factor	Cases Ordered	Cases Ordered As Full Pallets	Full Pallets	PFSE
123456	Product A	90	2	720	720	8	4
123457	Product B	100	1	400	400	4	4
123458	Product C	240	1	120	0	0.5	0.5
123459	Product D	150	2	600	600	4	2
123460	Product E	80	2	40	0	0.5	0.25
123461	Product F	60	1	360	360	6	6
123462	Product G	240	1	480	480	2	2
123463	Product H	60	2	30	0	0.5	0.25
123464	Product I	80	1	40	0	0.5	0.5
				2790	2560	26	19.5
				% cases ordered as Full Pallets = 2560 / 2790 = 91.8% Handling Band 2		Drop Size = 19.5 PFSE Drop Band 2	

If you cease to comply with any of the qualifying conditions in this section “the Compliance Process” in Section 9 will apply.

5. Enhanced Delivery Services

Unilever Food Solutions offers flexible enhanced services for customers who meet both the qualifying conditions for Section 4 and the relevant conditions below. Customers working with us in the ways set out below will remain eligible for the relevant discounts set out in Section 4.

Day 1 for Day 2 Delivery

Customers placing electronic orders for full trucks with no picking qualify for a day 1 for day 2 delivery. Orders should be placed for an agreed fixed booking slot, no less than 24 hours after order receipt.

To ensure that an efficient and effective service can be established for both parties, a trial must be completed to confirm the agreed daily order profile and delivery times. This may include scheduling of multiple orders across the day.

Following a successful trial, day 1 for day 2 delivery may then be made available for the agreed daily profile (min/max number of orders). Deliveries in excess of the agreed limits will be delivered in accordance with our standard day 1 for day 3 lead time.

Chilled Composite Pick to Zero Operation

For Chilled Supply Chain SKUs only, customers placing orders electronically may benefit from day 1 for day 2 delivery where they are operating a chilled composite pick to zero operation and place orders with an average order size across all delivery points during a Quarter of 6 PFSE or more.

Customers wishing to benefit from this service must agree order receipt times and delivery times with Unilever Food Solutions in advance and are required to communicate (by an agreed process) delivery discrepancies to our logistics provider within 24 hours of goods receipt.

Selective Hauling

This encompasses backhaul or fronthaul. This service requires the customer and Unilever Food Solutions to agree rates for each lane, and the acceptance of Unilever Food Solutions' customer collection terms and conditions which can be provided by your Unilever Food Solutions' representative upon request.

Any of these enhanced delivery services may be withdrawn if the conditions set out above cease to be met.

6. Electronic Business Terms

Electronic Business Terms (EBT) allow a customer to qualify for discounts to reflect the relative efficiencies in Unilever Food Solutions' ordering process and reduction of price queries.

Qualifying Conditions

- A. Compliance with Section 3 (General Business Terms).
- B. Compliance with all requirements for each of electronic ordering, electronic invoicing and price file synchronisation, as set out below.
- C. Successful completion of a trial of electronic ordering and/or electronic invoicing.

Term	Criteria	Tradacom based EDI Discount
Electronic Ordering	<ul style="list-style-type: none"> • Use of supported technology¹ (Tradacom v9 or EANCOM XML Format) • Use of correct GTINs and GLNs • One order for each delivery 	0.5% of MOP
Electronic Invoicing	<ul style="list-style-type: none"> • Use of supported technology¹ (Tradacom v9 or EANCOM XML Format) • Use of correct GTINs and GLNs • One invoice for each order 	
Price File Synchronisation	<ul style="list-style-type: none"> • Pricing on electronic order or price file exchange by agreed electronic format once per month and before a MOP change • Agreed process for investigating and resolving identified discrepancies 	

¹ The downloading of customer orders and the posting of invoices to customer websites is not supported technology and will not attract any discount. The use of email to transfer ordering and invoicing documents is not supported technology and will not attract any discount.

Electronic ordering

- 6.1 Before you place your first order you must provide us with product and location data.
- 6.2 You must ensure that every order includes a delivery date, a booking-in time (when requested) and a booking reference number.

Electronic invoicing

- 6.3 Before we will commence electronic invoicing you must provide us with the GLN for all delivery points and payment offices, Tradanet User Number (if appropriate) and mailbox numbers.

Price File Synchronisation

- 6.4 You must ensure that each price file exchange contains, as a minimum, the traded unit barcode, product description, expected case cost and pricing effective date.

If you cease to comply with any of the qualifying conditions in this section "the Compliance Process" in Section 9 will apply.

7. Pay as Billed Terms

Pay As Billed (PAB) terms allow a customer to qualify for a discount when paying Unilever Food Solutions' invoices without deductions.

Qualifying Conditions

- A. Compliance with Section 3 (General Business Terms).
- B. No deductions unless supported by a Unilever Food Solutions' credit note.

Discount

0.5% of MOP.

If you cease to comply with any of the qualifying conditions in this Section "the Compliance Process" in Section 9 will apply.

8. Early Payment Terms

Early payment terms allow a customer to qualify for a discount when paying Unilever Food Solutions earlier than our standard 30 day payment term.

Qualifying Conditions

- A. Compliance with Section 3 (General Business Terms).
- B. Payment made by electronic funds transfer.
- C. Payment in cleared funds no later than the early payment date.
- D. Provide written confirmation of the customer's election for an early payment option.

Discounts

Payment Days	Payment Frequency	Early Payment Date	Discount
15 Days	Daily	15 days ¹ from date of invoice	0.5% of MOP ²
7 Days	Daily	7 days ¹ from date of invoice	0.75% of MOP ²

¹ Including weekends.

² Payment terms discounts calculated as % of MOP less discounts set out in Sections 4, 6 and 7 (LET, EBT and Pay as Billed discounts)

If you cease to comply with any of the qualifying conditions in this Section "the Compliance Process" in Section 9 will apply.

9. Compliance Process

- 9.1 Unilever Food Solutions will regularly review a customer's compliance with the qualifying conditions for each of the discounts from which it benefits (including whether the customer is receiving the right level of discount). For customers placing more than 20 orders per annum this will be done on a Quarterly basis, for all other customers we will review annually. Where a customer significantly changes its performance during a Quarter/year, we may carry out an interim review mid-Quarter/year.
- 9.2 In the event that a customer is not compliant with the qualifying conditions for one or more of the discounts we will notify the customer of this, together with the evidence that we have relied on. We will explain the possible consequences of such non-compliance and will offer an opportunity to discuss the compliance issue with us.
- 9.3 If compliance with the qualifying conditions for a discount is not achieved by the end of a Quarter/year (as set out below) that discount will be removed from the next Price Change Date. If a customer changes its performance such that it achieves the qualifying conditions for a higher discount by the end of a Quarter/year (as set out below) then that discount will be applied from the next Price Change Date.

Quarters

Start Date

Sunday 28th May 2017
Sunday 27th August 2017
Sunday 26th November 2017
Sunday 25th February 2018
Sunday 27th May 2018
Sunday 26th August 2018
Sunday 25th November 2018
Sunday 24th February 2019
Sunday 26th May 2019

End Date

Saturday 26th August 2017
Saturday 25th November 2017
Saturday 24th February 2018
Saturday 26th May 2018
Saturday 25th August 2018
Saturday 24th November 2018
Saturday 23rd February 2019
Saturday 25th May 2019
Saturday 24th August 2019

Price Change Date

Sunday 24th September 2017
Sunday 31st December 2017
Sunday 25th March 2018
Sunday 24th June 2018
Sunday 30th September 2018
Sunday 30th December 2018
Sunday 31st March 2019
Sunday 30th June 2019
Sunday 29th September 2019

Annual

Start Date

Sunday 28th August 2016
Sunday 27th August 2017
Sunday 26th August 2018

End Date

Saturday 26th August 2017
Saturday 25th August 2018
Saturday 24th August 2019

Price Change Date

Sunday 24th September 2017
Sunday 25th September 2018
Sunday 29th September 2019

10. Contact Details

Head Office

Unilever House
Springfield Drive
Leatherhead
KT22 7GR

Telephone: 01372 945600 (Customer Service Line)

Fax Chilled : 01372- 945836

Fax Ambient: 01372-945835

Working hours: 09:00 – 17:00 (Monday to Friday)

National Distribution Centres

Foods Chilled

DHL Exel Supply Chain
Eastern Avenue
Tunnel Industrial Estate
West Thurrock
Essex
RM20 3ZE
Telephone: 01708 861621

Ambient Foods

DHL Exel Supply Chain
Kingswood Lakeside
Hickling Road
Cannock
WS11 8JH
Telephone: 01543 438400

11. Unilever Food Solutions' - Terms and Conditions of Sale

All sales by Unilever UK Limited ("Unilever Food Solutions") (except those made by Unilever's retail business for which separate terms apply) are made on these Terms and Conditions only and no other warranties, conditions or representations are made by Unilever Food Solutions to any customer. Unilever Food Solutions reserves the right to alter these Terms and Conditions at any time. No alteration is valid unless contained in a letter signed on behalf of Unilever Food Solutions by an authorised signatory. Any terms with an initial capitalized letter are defined in Unilever Food Solutions' Terms of Trading Booklet.

PRICES - Prices set out in the Unilever Food Solutions' Price List are subject to change without notice. Goods will be invoiced at the price set out in the Unilever Food Solutions' Price List on the date of order. Prices include delivery within the United Kingdom.

ORDERS - Unilever Food Solutions' minimum order quantity requirements are set out in the Unilever Food Solutions' Terms of Trading booklet. Unilever Food Solutions does not operate a sale or return policy. Any order or portion thereof may be cancelled by Unilever Food Solutions should manufacture or delivery of the Goods be discontinued, hindered or prevented for any reason. Unilever Food Solutions does not automatically process follow-on orders where the original order cannot be satisfied. Unilever Food Solutions will not incur any liability where it cancels any order or portion thereof for any reason set out in this clause.

DELIVERY AND RETURNS - Delivery times are estimates only and Unilever Food Solutions will not be liable for later delivery. Goods may only be returned if the customer has been issued with a collection reference number by Unilever Food Solutions.

DAMAGES - Unless notification of any damages or shortages is given to Unilever Food Solutions carrier on delivery, all Goods on the delivery note will be deemed to have been received and accepted by the customer and may not subsequently be rejected or claimed for by the customer. Any claim by a customer that Goods are defective in any other way must be notified to Unilever Food Solutions within 3 weeks from the delivery date.

LIABILITY - Unilever Food Solutions' liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the Goods will in no case exceed the price paid by the customer for the Goods which give rise to the claim. Unilever Food Solutions will be entitled to replace such Goods in settlement of its liability. Unilever Food Solutions will not be liable for any administration charges (for any reason), any indirect or consequential losses or loss of profit suffered by the customer as a result of any breach of Unilever or fault in the Goods. This Condition will not exclude or restrict Unilever Food Solutions' liability for death or personal injury as a result of its negligence.

VEHICLE TURNAROUND AND RETENDERING - Unilever Food Solutions reserves the right to charge the customer demurrage at a rate of £30 per hour/part hour for any vehicle which is not discharged within 90 minutes of its arrival or of the agreed booking-in time, where one exists. Where a delivery is refused or withdrawn because of excessive delays through no fault of Unilever Food Solutions' or its carrier, Unilever Food Solutions reserves the right to pass on any costs of re-tendering to the customer.

PRODUCT BAR CODES - Unilever Food Solutions will endeavour to observe the rules of GS1-UK for the printing of bar codes but will not be liable to the customer (whether for negligence or otherwise) for any loss, damage or expense attributable to the absence of or error in such bar code printing.

PALLET CONFIGURATION - Pallet configurations are subject to change as required by Unilever Food Solutions.

PAYMENT TERMS - Payment of Unilever Food Solutions' invoices must be made by electronic payment into Unilever Food Solutions' bank account in cleared funds. Unilever Food Solutions' standard payment terms are 30 days daily payment from date of invoice, unless early payment discounts have been agreed as per section 8. Where credit notes are being used as part payment, the credit note number(S) must be quoted within the customer's remittance advice.

NON-PAYMENT - If the customer fails to make any payment due to Unilever Food Solutions in accordance with these Terms and Conditions, Unilever Food Solutions will have the right to cancel or suspend any further delivery in respect of any order, in addition to and without prejudice to any other right or remedy available to it, including its rights under the Late Payment of Commercial Debts (Interest) Act 1998 (and associated legislation, as amended from time to time). Without prejudice to its other rights and remedies, Unilever Food Solutions may, without notice to the customer, set off any amounts it is due to pay to the customer against any overdue amounts owing to it by the customer.

CLAIMS - You must submit all customer claims, queries and invoices with all relevant supporting data to Unilever Food Solutions within the following timescales: (a) any promotional claim, query or invoice must be submitted within 90 days of the end of the relevant promotion; and (b) without prejudice to (a), all claims, queries or invoices (whether related to promotions audits or other matters) must be submitted within 1 year of the date of the delivery of the goods to which the invoice, claim or query relates.

VALUE ADDED TAX - Prices are exclusive of VAT, which will be added to all invoices at the appropriate rate.

OWNERSHIP AND RISK - Until payment in full has been received, full legal and beneficial ownership of the Goods will remain with Unilever Food Solutions. Unilever Food Solutions will be entitled to recover payment for the Goods notwithstanding that ownership has not passed to the customer. Risk in the Goods will transfer to the customer on delivery. Delivery is deemed to take place when the customer's representative signs the delivery docket accompanying the goods. Ownership and risk in returned Goods (which have been authorised by Unilever Food Solutions) will transfer to Unilever Food Solutions at the point at which they are received by Unilever Food Solutions. Until ownership in the Goods has passed to the customer the customer holds such Goods on a fiduciary basis as Unilever Food Solutions' bailee and must store the Goods (at the customer's cost) in good condition, separately and clearly identifiable as Unilever Food Solutions' property and will insure them for their full replacement value. In the event of any loss or damage to the Goods the customer will hold the insurance proceeds in a fiduciary capacity for the benefit of Unilever Food Solutions.

RESALE OF GOODS - Until ownership of the Goods has transferred to the customer, the customer may resell the Goods in the normal course of its business and such sales will be deemed to be a sale of Unilever Food Solutions property on the customer's own behalf (customer dealing as principal). Notwithstanding any purported contrary apportionment by the customer, all payments by the customer to Unilever Food Solutions shall be apportioned first to the Goods which have been resold by the customer and then to Goods which remain in the possession of or under the control of the customer.

REPOSSESSION OF THE GOODS - The customer grants Unilever Food Solutions and its agents and employees an irrevocable licence at any time to enter any premises or vehicles owned, occupied or controlled by the customer where Goods (for which ownership remains with Unilever Food Solutions) are reasonably thought to be in order to inspect them or, in the following circumstances, recover them: (a) if the customer fails to make any payment due to Unilever Food Solutions within 14 days after it falls due under these Terms and Conditions; or (b) the customer suffers or allows any distress or execution, whether legal or equitable, to be levied on its property or obtained against it; or (c) the customer offers to make any arrangement with its creditors, or becomes insolvent (as defined in the Insolvency Act 1986 ("the Act")) or enters into any insolvency procedure under the Act or takes or has any steps taken against it to place it into any insolvency procedure under the Act or if a receiver or administrative receiver or manager is appointed over some or all of its business or assets. On repossession by Unilever Food Solutions any rights of the customer to sell, dispose or deal with the Goods shall immediately cease.

FORCE MAJEURE - Unilever Food Solutions will not be liable to the customer for any loss or damage whatsoever caused by delay in the performance of, or non-performance of, any obligation of Unilever Food Solutions in relation to the Goods or any part thereof where such delay or non-performance is due to any cause beyond Unilever Food Solutions' reasonable control including, without limitation, strikes or breakdown in machinery.

WARRANTIES - All foodstuffs supplied hereunder are at the time of delivery guaranteed to conform in every respect with the requirements of the Food Safety Act 1990 (as amended)

WAIVER - No delay in exercising or non-exercise by Unilever Food Solutions of any of its rights under or in connection with these Terms and Conditions will operate as a waiver or release of that right or any other right; any such waiver or release must be specifically and expressly granted in writing by a director of Unilever Food Solutions.

APPLICABLE LAW AND JURISDICTION - These Terms and Conditions will be governed in every respect by the laws of England and will be subject to the exclusive jurisdiction of the English Courts.

DISCOUNTS - Additional discounts are available for logistics efficiency, electronic business, pay as billed and early payment. For full details of these additional discounts please refer to the Unilever Food Solutions' Terms of Trading booklet, available from your Unilever Food Solutions' representative.

12. Unilever UK Limited (Unilever Food Solutions)
Terms and Conditions for Promotions

These Terms and Conditions for Promotions form part of Unilever Food Solutions' Terms and Conditions of Sale (as set out in section 11 of the Terms of Trading Booklet as amended from time to time). All Promotional Funding, for Promotions of Unilever Food Solutions' products ("Products"), is made available by Unilever Food Solutions to the purchasers of Products from Unilever Food Solutions ("Purchasers") on these Terms and Conditions only. A "Promotion" is a special offer made by the Purchaser to Customers under which the Purchaser agrees, for a limited period, to sell specific Unilever Food Solutions' Products at a reduced price, or with other products included for no extra charge or at a reduced price or any other promotion similar to or having the same or similar effect to such promotions. "Promotional Funding" is funding provided by Unilever Food Solutions to the Purchaser to fund or part fund specific Promotion(s). "Customers" are free trade catering operators who purchase the products from Purchasers for use in their outlet or outlets

1. Promotional Funding is made available at all times subject to, and Unilever Food Solutions accepts no liability to the extent legally permissible for, any loss suffered due to: (i) stock unavailability, (ii) cost price changes made by Unilever Food Solutions, or (iii) marketing plan changes.
2. Where it is agreed that Unilever Food Solutions will provide Promotional Funding to the Purchaser for a Promotion (subject to paragraph 3 below), the payment of such Promotional Funding shall only be made; (i) with respect to the specific Product(s) agreed to be the subject of the Promotion; (ii) if the Purchaser has applied the promotional mechanic agreed with Unilever Food Solutions to the Promotion (for example BOGOF or 2 for £X); (iii) up to any agreed maximum amount of the Promotional Funding available for the Promotion; and (iv) in respect of sales made in the United Kingdom during the agreed period of the Promotion ("Promotional Period").
6. Unilever Food Solutions shall have the right to audit all sales and other relevant data in the possession of the Purchaser and/or Members relating to the purchase and sale of the Products, the Promotion and the claim for Promotional Funding.
7. If the Purchaser breaches these Terms and Conditions for Promotions, Unilever Food Solutions shall be entitled to: (i) withhold payment of the Promotional Funding, (ii) if paid, reclaim the entire amount of the Promotional Funding (payable on the issue of an appropriate invoice) and/or set it off against other sums due to the Purchaser, (iii) cease to offer any further Promotional Funding, and (iv) cease to supply the Products during the Promotional Period.
8. Where there is any conflict, these Terms and Conditions for Promotions shall prevail over any other terms and conditions agreed by the parties.

For the avoidance of doubt, any agreement for the provision of Promotional Funding shall not limit the Purchaser from increasing the value of a Promotion to a Customer beyond that of the Promotional Funding to be provided by Unilever Food Solutions. The Purchaser remains free at all times to set its own prices.

3. Promotional Funding shall be made available to a Purchaser that is a wholesaler, cash & carry operator or a member of a wholesale buying group in the following circumstances. Unilever Food Solutions shall determine in its sole discretion which of the following sub-sections is applicable.

(a) For Purchasers who are Wholesalers/Cash and Carry Operators ("Wholesalers"):

Promotional Funding is only available to a Wholesaler if the specific Products covered by the Promotion were purchased directly from Unilever Food Solutions and such Wholesaler then resells such Products directly to Customers in the United Kingdom, to the extent that the Wholesaler can prove (to the satisfaction of Unilever Food Solutions) that the Promotional Funding has been passed on to such Customers who purchased such Products directly from that Wholesaler during the relevant Promotional Period.

(b) For Purchasers who are members of a Wholesale Buying Group ("Wholesale Buying Group")

Promotional Funding is only available to members of a Wholesale Buying Group if the specific Products covered by the Promotion were purchased directly from Unilever Food Solutions and such Wholesale Buying Group members then resells such Products to Customers in the United Kingdom to the extent that the Wholesale Buying Member can prove (to the satisfaction of Unilever Food Solutions) that the Promotional Funding has been passed onto Customers who purchased such Products from the members during the Promotional Period.

4. The Purchaser shall promptly claim from Unilever Food Solutions within 90 days of the end of the relevant promotion any Promotional Funding due in connection with a Promotion and at the same time provide all supporting data requested by Unilever Food Solutions (see paragraph 5). If the Purchaser fails to make such claim or provide comprehensive supporting data within one year from the date of delivery of the Products which are relevant to the promotion, it shall cease to be entitled to any Promotional Funding in relation to such products. If a claim is made by the Purchaser within the time limit set out in this paragraph and payment of any Promotional Funding is made by Unilever Food Solutions pursuant to such a claim, the Purchaser shall not be entitled to make any further claim in respect of that promotion.
5. The Purchaser shall provide all sales and other relevant supporting data verifying that the Products, for which the Promotional Funding is claimed or provided, were purchased, sold and the Promotional Funding passed on, in accordance with the appropriate section in paragraph 3. Such supporting data may include an annotated POD, price confirmation/authorization from an authorized Unilever Food Solutions' representative, funding agreement, trigger sales data (for retrospective promotional claims) and/or such other documentation as Unilever Food Solutions reasonably requests.

9. Unilever Food Solutions reserves the right to make changes to these Terms and Conditions for Promotions from time to time and Purchasers are advised to regularly check Unilever Food Solutions' website for updates and changes.

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