

# **UNILEVER FOOD SOLUTIONS TRADE TERMS**

PUBLISHED MAY 2025

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Dear Customer,

This booklet sets out Unilever Food Solutions' Terms of Trading. For any further clarity required please contact your account manager or one of our central inboxes:

Order queries: [customerserviceUK&I@unilever.com](mailto:customerserviceUK&I@unilever.com)

Credit queries: [UKfoodsolutions.credit@unilever.com](mailto:UKfoodsolutions.credit@unilever.com)

Placing orders: [UK.orders@unilever.com](mailto:UK.orders@unilever.com)

Unilever Food Solutions is committed to supporting operators with their sustainability needs through our products, brands, and services, helping to future-proof professional kitchens.

We believe that the winning businesses of tomorrow will be those that anticipate and respond to the significant changes shaping people's lives worldwide.

We have a net zero roadmap targeting GHG emissions reduction across our value chain by 2039. We aim to reduce plastic pollution through reduction, circulation and collaboration, with a goal of 100% of our plastic packaging being reusable, recyclable or compostable by 2030 for rigid plastics and by 2035 for flexibles.

We aim to reduce food waste, promote plant-based menus, and offer nutritious products. By designing low waste menus and inspiring chefs to get creative in the kitchen.

We look forward to working with you to grow our mutual business.

Colin Butler  
Managing Director  
Unilever Food Solutions UKIANZ

# 1. Introduction and glossary

The terms and discounts set out in this booklet will become effective on 25<sup>th</sup> May 2025 and on that date will replace all existing terms and discounts offered by Unilever Food Solutions for its goods. Should the Customer require any further advice on specific issues arising from this booklet, please discuss this with the usual contact at Unilever Food Solutions.

| Term                           | Description   |
|--------------------------------|---|
| <b>CUSTOMER</b>                | Also referred to as "you" or "your"   |
| <b>EDI</b>                     | Electronic Data Interchange   |
| <b>Full Layer</b>              | A complete layer made up of cases of a single SKU as set out in the Unilever Food Solutions Price List  |
| <b>Full Pallet</b>             | A standard factory pallet made up of cases of a single SKU as set out in the Unilever Food Solutions Price List                                   |
| <b>GLN</b>                     | Global Location Number  |
| <b>GSCOP</b>                   | The Groceries Supply Code of Practice   |
| <b>GTIN</b>                    | 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) |
| <b>MOP</b>                     | Minimum Order Price   |
| <b>MOQ</b>                     | Minimum Order Quantity, which is the minimum number of cases for delivery palletised to a single delivery point at the same time and date         |
| <b>PFSE</b>                    | Pallet Floor Space Equivalent (calculated in accordance with Section 4.1)   |
| <b>POD</b>                     | Proof of delivery   |
| <b>Quarter</b>                 | As specified in section 8   |
| <b>SKU</b>                     | Stock keeping unit  |
| <b>Stacking Factor</b>         | The multiple used to calculate the PFSE quantity, as shown on the Unilever Food Solutions Price List.   |
| <b>Supply Chain</b>            | Ambient foods as set out in the Unilever Food Solutions Price List  |
| <b>UNILEVER FOOD SOLUTIONS</b> | Also referred to as "Unilever", "us" or "we"  |
| <b>Working Day</b>             | Monday to Friday excluding public holidays  |

## 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 the Customer fulfilling the conditions set out in those sections.

A summary of these terms is set out below.

| Term                                    | Definition  | Discount                                     | Section  |
|---|---|--|----------|
| <b>General Business Terms</b>           | Qualifying conditions for MOP                               | No discount                                  | <b>3</b> |
| <b>Logistics Efficiency Terms (LET)</b> | Drop Size & Handling  | Up to 5.1% of MOP                            | <b>4</b> |
| <b>Electronic Business Terms (EBT)</b>  | Electronic Ordering, Invoicing & Price File Synchronisation | Up to 0.5% of MOP                            | <b>5</b> |
| <b>Pay As Billed (PAB)</b>              | Payment without deductions                                  | 0.5% of MOP                                  | <b>6</b> |
| <b>Early Payment Terms</b>              | Payment in 7 or 15 days                                     | Up to 0.75% of MOP (Net of LET, EBT and PAB) | <b>7</b> |

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 4 weeks or more 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 a Customer Development Director.

### 3. General Business Terms

**Customers must comply with the qualifying conditions set out in this Section, including the Terms and Conditions of Sale and Terms and Conditions of Promotions, in order to be eligible for Unilever Food Solution's MOP and for any of the discounts set out in Sections 4 - 8. If the Customer ceases to comply at any time, our Compliance Process set out in Section 9 will apply.**

#### Qualifying Conditions for ordering at Unilever Food Solution's 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 the Customer order:

| Supply Chain (as set out in the Unilever Food Solution UK Price List) | MOQ <sup>1</sup> |
|---|------------------|
| Ambient Foods   | 200 cases        |

- B. In addition to the MOQ, the Customer must achieve a minimum annual net invoice value of £20,000 (Twenty thousand Great British Pounds). The annual period is calculated as a 12-month period to the end of November each year as set out in the Quarters table in Section 8.
- C. The Customer must pay our invoices by electronic payment within the following maximum timescales:
- Monthly statement customers – by the 14<sup>th</sup> of the month following the month in respect of which the statement is issued.
  - Weekly payment customers – Friday of the fourth week following the calendar week (Sunday to Saturday) to which invoices related;
  - All other customers (including daily payment customers) – 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 despatch of the relevant goods. Discounts for earlier payment are set out in Section 8.
- D. Acceptance of orders will not take place until delivery by us and will be subject to Unilever Food Solution's Terms and Conditions of Sale (set out in Section 11, as amended from time to time).
- E. The Customer must confirm a delivery by signing a Unilever POD on receipt into the Customer's distribution network (in the case of backhaul this will be at the time of collection by Customer ) and returning the Unilever POD to our carrier before they leave the delivery location.
- F. Where the Customer has one or more National or Regional Distribution Centres, orders must be for delivery to one of those depots.
- G. Orders are for delivery within the United Kingdom. Where deliveries are requested for Northern Ireland, discussions must take place to ensure border compliance with The Windsor Framework prior to order placement.
- H. 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).
- I. 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 on new customer accounts) or persistent late payment. Unilever reserves the right to require a payment on account or executed direct debit mandate in its sole discretion.

### Unilever Food Solutions Delivery Options

- 3.1.1 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. Note that customs clearance is out of Unilever Food Solution's control.
  - c. For your order to qualify as having been received on day 1 the order must be received by Unilever Food Solutions by 11:30 am on a Working Day.
  - d. For order sizes of fewer than 6 PSFE for Great Britain/10 PFSE for Northern Ireland, orders will be delivered according to Unilever Food Solutions' nominated delivery day schedule, applicable to the delivery area.
  - e. For the avoidance of doubt, public holidays and weekends are to be excluded from the calculation of all lead times above.
  - f. Delivery to the UK mainland on Saturdays, Sundays, and public holidays (excluding Christmas Day) is available on a day 1 for day 3 lead time for orders greater than 18 PFSE placed electronically. Delivery to Northern Ireland, the Channel Islands, Scottish Islands and the Isle of Man on Saturdays, Sundays, and public holidays (excluding Christmas Day) is available on a day 1 for day 4 lead time for orders greater than 18 PFSE placed electronically.
  - g. Lead times are estimates only. Unilever Food Solutions is not liable for delivery outside the lead times.

### Ordering Information

- 3.1.2 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 behaviour (e.g. PFSE and Full Pallets) in respect of the logistics efficiency discounts you expect to apply to your account.
- 3.1.3 Your order can be transmitted to us by EDI, XML GS1 standard, by email or on our web ordering platform at any time. Orders received after 11:30 am, or on Saturdays, Sundays and public holidays, will be processed on the next Working Day which shall be day 1 for the purposes of paragraph 3.1 above. Our contact details are set out in Section 10.
- 3.1.4 We will not substitute stock without agreeing this with you.
- 3.1.5 The MOP which will apply to an order is the one set out in the Unilever Food Solutions Price List on the date of goods issue.

- 3.1.6 If your order exceeds the weight or capacity of one drop Unilever Food Solutions will contact you and you will need to amend your order. The revised order shall be used to assess qualification for discounts and amendments may affect calculation of discounts.
- 3.1.7 Orders submitted via email must be sent from an email address associated with your company. The email order must include a visible PO number, and the correct delivery location as stated in the PO. If you do not include a requested delivery date, we will arrange delivery for the earliest available delivery date at our discretion.

### Delivery and Returns Information

- 3.1.8 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.
- 3.1.9 Goods will be delivered on standard 1200 x 1000mm pallets leased from Chep Limited (Blue Chep) or such other pallet provider as Unilever Food Solution may designate from time to time.
- 3.1.10 All pallets remain property of Chep. It is your responsibility to liaise with Chep to arrange collection of pallets. Unilever incurs fines from Chep for non-returned pallets and reserves the right to pass on these charges to you in the event of persistent non-compliance with return requirements.
- 3.1.11 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.
- 3.1.12 Any shortages or damages must be annotated on the Unilever POD. The annotated Unilever POD and rejected goods must be returned with the driver. Unilever Food Solution may in its sole discretion reject any claims if this procedure is not followed.

### Customer claims, queries, and invoices

- 3.1.13 You must submit all customer claims, queries, and invoices with all relevant supporting data (see paragraph 3.15 below) to Unilever Food Solutions within the following timescales:
- Any promotional claim, query or invoice must be submitted within 90 days of the end of the relevant promotion; and
  - Without prejudice to (a), all other claims, queries or invoices must be submitted within 1 year of the day of delivery of the goods to which the invoice, claim or query relates.
- 3.1.14 Unilever Food Solution's standard payment terms for valid customer invoices submitted pursuant to paragraph 3.11 above are 30 days from receipt of valid, accurate invoices together with all necessary supporting data.
- 3.1.15 Unilever Food Solution will pay valid customer invoices submitted pursuant to paragraph 3.11 by BACS transfer or credit note.
- 3.1.16 All customer claims, queries and invoices should be sent electronically to:  
[ARQuery.UK@unilever.com](mailto:ARQuery.UK@unilever.com).
- 3.1.17 All customer claims, queries and invoices should be accompanied by all relevant supporting data, which may include: an annotated Unilever 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.



3.1.18 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.

| Term                       | Criteria   | Discount |
|----------------------------|--|----------|
| Price File Synchronisation | <ul style="list-style-type: none"> <li>Pricing on electronic order or price file exchange by agreed electronic format once per month and before a MOP change</li> <li>Agreed process for investigating and resolving identified discrepancies</li> </ul> | 0.5% MOP |

#### Price File Synchronisation

3.1.19 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 8 will apply.

## 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

Compliance with Section 3 (General Business Terms)

### LET Discounts

The discount applicable to each Customer will be evaluated by Supply Chain and applied to all SKUs in that Supply Chain. The discount will be based on the Customer's total ordering behaviour. A customer placing over 50 orders per year must comply with the drop size and handling band requirements for a level of discount of one full Quarter. Customers placing less than 50 orders per year will have their compliance measured over one full year December to November.

| Discount in % of MOP                      | Handling Band 4<br>< 50% Full Pallets | Handling Band 3<br>50% to 75% Full Pallets | Handling Band 2<br>75% to 95% Full Pallets | Handling Band 1<br>95% to 100% Full Pallets |
|---|---------------------------------------|--|--|---|
| Drop size band 1<br>> 24 PFSE             | 4.2%                                  | 4.5%                                       | 4.8%                                       | 5.1%  |
| Drop size band 2<br>18 – 23.99 PFSE       | 4%                                    | 4.3%                                       | 4.6%                                       | 4.9%  |
| Drop size band 3<br>12 – 17.99 PFSE       | 3.7%                                  | 4%   | 4.3%                                       | 4.6%  |
| Drop size band 4<br>6 – 11.99 PFSE        | 3.3%                                  | 3.6%                                       | 3.9%                                       | 4.2%  |
| Drop size band 5<br>200 cases – 5.99 PFSE | 2.1%                                  | 2.4%                                       | 2.7%                                       | 3%  |

### Calculation of Drop Size Bands

- 4.1.1 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.

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

- 4.1.2 Multiple orders for delivery to the same delivery point on the same date, time and vehicle count as one drop.
- 4.1.3 If an order exceeds the maximum weight or capacity of one vehicle, as outlined in clause 3.1.7, the order will be partially fulfilled, and the customer will need to place a new order for the remaining items. The additional order will be considered a new drop.

- 4.1.4 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). For details on how annual and quarterly compliance is assigned, please refer to the "LET Discounts" section of clause 4.

#### **Calculation of Handling Bands**

- 4.1.5 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.
- 4.1.6 For compliance calculation purposes, the total number of cases ordered as single item Full Pallets during a Quarter/ year is divided by the total number of cases ordered during a Quarter/ year to give the % single item 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<br>Full Pallets = 2560 / 2790<br>= 91.8%<br>Handling Band 2 |                               | Drop Size = 19.5<br>PFSE<br>Drop Band 2 |      |

## 5 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   | Discount |
|----------------------|--|----------|
| Electronic Ordering  | <ul style="list-style-type: none"><li>• Use of supported technology<sup>1</sup> (Tradacom v9 or EANCOM XML Format)</li><li>• Use of correct GTINs and GLNs</li><li>• One order for each delivery</li></ul> | 0.5% MOP |
| Electronic Invoicing | <ul style="list-style-type: none"><li>• Use of supported technology<sup>1</sup> (Tradacom v9 or EANCOM XML Format)</li><li>• Use of correct GTINs and GLNs</li><li>• One invoice for each order</li></ul>  |          |

<sup>1</sup> 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

- 5.1.1 Complete the EDI onboarding process in full and provide technical support to resolve queries.
- 5.1.2 Before you place your first order you must provide us with product and location data.
- 5.1.3 You must ensure that every order includes a delivery date, a booking-in time (when requested) and a booking reference number.

### Electronic Invoicing

- 5.1.4 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.

## 6 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.

## 7 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 from an early payment option.

### Discounts

| Payment Days | Payment Frequency | Early Payment Date                        | Discount                  |
|--------------|-------------------|---|---------------------------|
| 15 Days      | Daily             | 15 days <sup>1</sup> from date of invoice | 0.5% of MOP <sup>2</sup>  |
| 7 Days       | Daily             | 7 days <sup>1</sup> from date of invoice  | 0.75% of MOP <sup>2</sup> |

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)

## 8 Compliance Process

- 8.1 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 50 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.
- 8.2 These terms come into effect on 25 May 2025, any changes related to customer discounts will be effective from 24 September 2025 to allow for customer performance to be monitored.
- 8.3 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.
- 8.4 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 (Sundays) | End Date (Saturdays) | Price Change Date (Sundays) | Annual Period END |
|----------------------|----------------------|-----------------------------|-------------------|
| 23 February 2025     | 24 May 2025          | 22 June 2025                |                   |
| 25 May 2025          | 30 August 2025       | 28 September 2025           |                   |
| 31 August 2025       | 29 November 2025     | 04 January 2026             | 29 November 2025  |
| 30 November 2025     | 21 February 2026     | 22 March 2026               |                   |
| 22 February 2026     | 30 May 2026          | 28 June 2026                |                   |
| 31 May 2026          | 29 August 2026       | 27 September 2026           |                   |
| 30 August 2026       | 28 November 2026     | 03 January 2027             | 28 November 2026  |
| 29 November 2026     | 27 February 2027     | 28 March 2027               |                   |
| 28 February 2027     | 29 May 2027          | 27 June 2027                |                   |
| 30 May 2027          | 28 August 2027       | 26 September 2027           |                   |
| 29 August 2027       | 27 November 2027     | 02 January 2028             | 27 November 2027  |
| 28 November 2027     | 26 February 2028     | 26 March 2028               |                   |
| 27 February 2028     | 27 May 2028          | 25 June 2028                |                   |
| 27 February 2028     | 27 May 2028          | 25 June 2028                |                   |
| 28 May 2028          | 26 August 2028       | 24 September 2028           |                   |

## 9 Contact Details

### **Head Office**

Lever House

3 St James Road

Kingston Upon Thames

KT1 2BA

Telephone: 02085 478989

Telephone number for Customer Services: 01372 945600

Claims, queries, and invoices to be sent to: [ARQuery.uk@unilever.com](mailto:ARQuery.uk@unilever.com)

Order queries: [customerserviceUK&I@unilever.com](mailto:customerserviceUK&I@unilever.com)

Credit queries: [UKfoodsolutions.credit@unilever.com](mailto:UKfoodsolutions.credit@unilever.com)

Placing orders: [UK.orders@unilever.com](mailto:UK.orders@unilever.com)

### **National Distribution Centres**

#### **Nutrition**

Unilever

Hickling Road

Kingswood Lakeside

Cannock

WS11 8JH



# 10 UNILEVER FOOD SOLUTIONS LIMITED – TERMS AND CONDITIONS OF SALE

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

**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.

**DELIVERY AND RETURNS** – Delivery times are estimates only and Unilever Food Solutions will not be liable for late 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.

**CONSUMER CLAIMS** – If a consumer complains to a customer about defective goods supplied to the customer by Unilever Food Solutions and the customer provides full details of the complaint to Unilever Food Solutions promptly, Unilever Food Solutions will reimburse the customer for the cost of refunding the consumer (at the retail price paid by the consumer) as a goodwill gesture, in recognition of the customer's assistance. **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 retendering 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's 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 of a 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** – The customer 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 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. 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. Retail prices are at the sole discretion 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 issued separately available from your Unilever Food Solutions representative.

**GSCOP** – If you are a Designated Retailer then GSCOP shall be incorporated into these Terms and Conditions of Sale in its entirety and in the event of any inconsistency between the terms of GSCOP and these Terms and Conditions of Sale, then these Terms and Conditions of Sale shall take precedence.

# 11 UNILEVER FOOD SOLUTIONS LIMITED – 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, and (iii) marketing plan changes.
2. Where it is agreed that Unilever Food Solutions will provide Promotional Funding to the Customer 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 Customer 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").  
  
For the avoidance of doubt, any agreement for the provision of Promotional Funding shall not limit the Customer from increasing the value of a Promotion to a Shopper beyond that of the Promotional Funding to be provided by Unilever Food Solutions. The Customer remains free at all times to set its own retail prices.
3. Promotional Funding shall be made available to a Customer that is a retailer, wholesaler, cash and carry operator or 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 Customers who are retailers ("Retailers"): Promotional Funding is only available to a Retailer if the specific Products covered by the Promotion were purchased directly from Unilever Food Solutions and such Retailer then resells such Products directly to Shoppers in the United Kingdom, to the extent that the Retailer can prove (to the satisfaction of Unilever Food Solutions) that the Promotional Funding has been passed on to Shoppers who purchased such Products directly from that Retailer during the relevant Promotional Period.
  - b. For Customers who are wholesalers or 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 Sellers 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 Sellers who purchased such Products directly from that Wholesaler during the relevant Promotional Period.
  - c. For Customers who are wholesalers/cash and carry operators who purchase Products from Wholesalers ("Secondary Wholesalers"): Promotional Funding is only available to a Secondary Wholesaler if the specific Products covered by the Promotion were purchased directly from a Wholesaler who purchased such products directly from Unilever Food Solutions, and such Secondary Wholesaler then resells such Products directly to Sellers in the United Kingdom to the extent that the Secondary Wholesaler can prove (to the satisfaction of Unilever Food Solutions) that the Promotional Funding has been passed on to such Sellers who purchased such Products from the Secondary Wholesaler during the relevant Promotional Period.
4. For Customers who are wholesale buying groups ("Wholesale Buying Groups"): Promotional Funding is only available to a Wholesale Buying Group if the specific Products covered by the Promotion were purchased directly from Unilever Food Solutions and such Wholesale Buying Group then resells such Products to members of that Wholesale Buying Group in the United Kingdom ("Members") to the extent that the Wholesale Buying Group can prove (to the satisfaction of Unilever Food Solutions) that the Promotional Funding has been passed on to Shoppers who purchased such Products from the Members during the relevant Promotional Period. 5.
5. The Customer shall claim from Unilever Food Solutions the Promotional Funding within 90 days of the end of the relevant Promotion and at the same time provide all supporting data (see paragraph 5 below). Without prejudice to the previous sentence, if the Customer 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 Customer within the time limits set out in this paragraph and payment of any Promotional Funding is made by Unilever Food Solutions pursuant to such a claim, the Customer shall not be entitled to make any further claim in respect of that promotion.
6. The Customer 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 Unilever 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.
7. Unilever Food Solutions shall have the right to audit all sales and other relevant data in the possession of the Customer and/or Members relating to the purchase and sale of the Products, the Promotion, and the claim for Promotional Funding.
8. If the Customer 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 Customer, (iii) cease to offer any further Promotional Funding, and (iv) cease to supply the Products during the Promotional Period.
9. Where there is any conflict, these Terms and Conditions for Promotions shall prevail over any other terms and conditions agreed by the parties.
10. Unilever Food Solutions reserves the right to make changes to these Terms and Conditions for Promotions from time to time and Customers are advised to regularly check Unilever Food Solutions' website for updates and changes.