General Terms and Conditions for the Purchase of Products and Services

Version July 2025

The agreement between the Supplier and THE MAGNUM ICE CREAM COMPANY Group, including its affiliates/subsidiary companies, ("TMICC"), collectively referred to as the "Parties," applies to any product and/or service ("Products/Services") provided by the Supplier to TMICC. These General Terms and Conditions for the Purchase of Products and Services ("GTC"), as amended or supplemented by any applicable additional or specific terms, shall govern any TMICC purchase order or other requests for services or products from the Supplier ("PO"). The PO together with the GTCs, any amendments, applicable additional or specific terms forms the "Agreement", unless referenced individually. These GTCs are deemed incorporated by reference into any PO.

Any Products that form part the Services to be provided or are ancillary/necessary for the performance of the Services, shall comply with the Product requirements as set forth in this Agreement.

Any reference to TMICC includes its affiliates. An affiliate is a member company of the TMICC Group of companies that is owned or controlled by the TMICC Group (a subsidiary company) or which otherwise is regarded by TMICC as an affiliate.

1. Supplier Acceptance of Terms and Vendor Onboarding

The Parties' acceptance is limited to the express terms of the Agreement and does not include any additional or different terms proposed by the Supplier or any other party, including any general terms and conditions of trade, terms contained in an invoice or quote or correspondence or marketing materials, etc. Any additional or different terms, express or implied are objected to and rejected by TMICC.

If the Parties enter into a bespoke and/or negotiated separate agreement for products and/or services, the terms of this Agreement shall not apply so long as the separate agreement remains valid and the products and/or services fall within the scope of that separate agreement.

The Supplier shall register with the applicable TMICC vendor onboarding platform(s) and keep such information updated upon any change or at least on an annual basis.

2. Supply of Products/Services

2.1. The Supplier shall provide the Products/Services in accordance with the terms of the Agreement, for the agreed price and within the delivery period as stated in the Agreement. Any items, services, functions or responsibilities not specifically described in the Agreement, and which is reasonably necessary for the proper supply of Products/Services are deemed to be included within the scope of the Products/Services to be delivered for the price agreed to in the Agreement.

2.2. The Supplier shall comply with all written policies (whether presented electronically or otherwise) and/or reasonable instructions of TMICC provided from time to time.

2.3. Without prejudice to any rights of TMICC, the Supplier shall immediately give notice to TMICC if it becomes aware or anticipates: (a) that it may be unable to supply all Products/Services at the agreed time or price; (b) that the Products/Services do not comply with the Agreement; or (c) any matter which may result in a potential safety risk to TMICC or to consumers arising from the Products/Services (whether such risk arises as a result of non– conforming Products/Services or otherwise). Such notice shall not prejudice the rights of TMICC.

2.4. Further to clause 2.3, if any Products/Services do not comply with that clause, TMICC may, at its discretion reject the non-conforming or late Products/Services and/or require the Supplier to re-supply non-conforming Products/Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which Buyer may be entitled, including without limitation, reimbursement by the Supplier for incremental costs incurred relating to procurement of replacement Products/Services from a third party.

2.5. **Insurance.** The Supplier shall maintain insurance cover with a reputable insurance institution to a value which is adequate to cover its liabilities under this Agreement (and for the duration of this Agreement including for any liabilities that arise after such expiry or termination such as warranty or indemnity claims plus an additional period of three years thereafter). Such insurance includes (a) public liability, (b) product liability, (c) employee liability/workmen's compensation, (d) third-party liability, (e) completed operations/product liability insurance, (f) professional liability insurance where professional services are provided, (g) transport insurance (as per the applicable Incoterm specified in the relevant PO, or if none specified up to the point of delivery to TMICC), and/or (d) any insurance mandated by Applicable Laws and/or that would normally be expected in the relevant industry. The Supplier must provide evidence of its insurance certification upon request by TMICC.

3. Ordering, Title & Risk

3.1. The Supplier shall be deemed to have accepted a PO on receipt unless it gives written notice within 3 days of receipt if the PO does not conform to the Agreement. TMICC may cancel a rejected PO in whole or in part. No correspondence specifying a volume of Products/Services to be purchased by TMICC shall be binding unless stated in the PO. TMICC may forward non-binding estimates of requirements to the Supplier. Such estimates are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services.

3.2. Title and risk in Products shall pass to TMICC upon delivery, unless the PO specifies a particular INCOTERM.

3.3. The Supplier will deliver the Products/Services in accordance with the applicable PO, including (where applicable) the agreed INCOTERMS. Where no INCOTERMS apply, delivery shall be deemed to have occurred when the Products have been made available to TMICC. Delivery of the Products shall not mean that TMICC has accepted the Products as conforming goods until it has inspected and accepted the Products as conforming. Services will be considered as delivered when deliverables, services, etc are completed and accepted by TMICC in complian

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3.4. The price for the Products/Services shall be as set out in the PO ("**Price**"). TMICC may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to TMICC, including for related or unrelated POs. The Price shall be exclusive of Value Added Tax or similar sales or transaction taxes ("**VAT**") unless otherwise specified in the Agreement. VAT will be added according to the local legal requirements of the invoicing country and will be paid by TMICC upon receipt of a valid tax invoice which meets local legal requirements. Invoices shall comply with the invoicing requirements set forth www.unileversuppliers.com. Payment terms are 90 days from valid receipt of invoice or receipt of Products/Services if later, except as otherwise specified in the Agreement or if restricted under Applicable Laws. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which TMICC is located, then the day for payment shall be the next business day.

3.5. At the time of payment, TMICC may be obliged to withhold taxes, if applicable, on all payments due to the Supplier under the terms of the Agreement. TMICC will not gross-up the payment to the Supplier to compensate for any withholding taxes. TMICC will provide supporting withholding tax payment documents to the Supplier and/or its affiliate(s) on request. Both parties shall cooperate in advance of the invoice to comply with and secure any exemption or reduction of withholding tax rate under local law or any applicable double taxation treaty.

3.6. TMICC reserves the right to deduct or set off any amount owed by the Supplier to TMICC against any payment due from TMICC to the Supplier, without prior notice.

4. Quality Assurance, Responsibilities and Warranties

The Supplier represents, warrants, and undertakes to TMICC the following:

4.1. **Product/Service Quality**: The Supplier shall supply Products/Services in accordance with the terms of this Agreement, utilizing the highest skill, care, prudence, and foresight expected of a diligent supplier of such Products/Services.

4.2. **Competence and Resources**: The Supplier possesses the requisite skill, experience, knowledge, personnel, equipment, tools and facilities necessary to fulfil its obligations under this Agreement, and the Supplier and its personnel, subcontractors, agents, and other persons acting under its authority have the requisite knowledge, experience, expertise, training, certifications, licenses, registrations and authority under Applicable Laws and industry standards to perform the Services professionally.

4.3. **Licenses and Compliance**: The Supplier holds and complies with all necessary licenses, intellectual property rights, permits, and approvals required to execute, deliver, and perform its obligations under this Agreement.

4.4. **Equipment and Tools Compliance**: The Supplier shall ensure that any equipment and tools used in the provision of the Products/Services comply with Applicable Laws and industry standards, possess the necessary permits, are safe to use, and that individuals operating such tools and equipment have the required knowledge, qualifications, licenses, and experience to operate them.

4.5. **Product Specifications**: For the supply of Products, the Supplier ensures that the Products (including parts and components) are:

(a) Supplied or manufactured in accordance with the specifications approved or provided by TMICC and/or in accordance with industry standards and Applicable Laws.

(b) New, durable, and of good quality.

(c) Free from any defects.

(d) Fit for the purpose or for which they are reasonably expected to be used.

(e) Owned by the Supplier with full legal title, free from any liens, claims, pledges, or other encumbrances.

4.6. **Intellectual Property**: The Products/Services and their supply, sourcing, manufacture, packaging, sale, delivery, or use by TMICC shall not infringe the intellectual property rights of any third party.

4.7. **Legal Compliance**: The Supplier and the Products/Services supplied shall comply with Applicable Laws in the countries of manufacture, supply, and/or receipt of the Products/Services and any countries where TMICC will use the Products/ Services or sell products incorporating the Products. The Supplier shall provide TMICC with the information reasonably required to ensure compliance.

4.8. **Component and Process Changes**: The Supplier must obtain TMICC's prior consent, which shall not be unreasonably withheld, before changing any approved components or processes. This includes avoiding any alterations that deviate from TMICC's technical standards or specifications. Even if changes do not affect compliance, the Supplier should not implement them without following TMICC's technical clearance process.

4.9. **Fair Trade Practices**: The Supplier has not and will not engage in any anti-competitive or unfair trade practices or any other illegal activity that may adversely affect TMICC or its customers. The Supplier will promptly notify TMICC of any investigation or claim by any regulatory or competition authority or third party alleging such practices.

4.10. **Warranty Period - Products**: The minimum warranty period on Products supplied shall be two years (or longer if provided by the Supplier or customary in the industry or if agreed in writing with TMICC) from the date of acceptance by TMICC, provided TMICC uses the goods in accordance with the Supplier's instructions. In the event of non-conforming or defective Products during the warranty period, the Supplier shall repair or replace the Products at TMICC's election and provide a new one-year (or other applicable) warranty period from the date of acceptance of the repaired or replaced Products.

4.11. **Spare Parts Availability**: Spare parts necessary for the repair and maintenance of the Products supplied shall be available for the entire duration of the warranty period and the expected life of the Products. The Supplier must provide TMICC with reasonable notice in advance of any changes to spare parts availability and ensure that TMICC is informed of any potential discontinuation of spare parts well in advance to allow for appropriate planning and mitigation measures.

4.12. **Warranty Period - Service Deficiencies**: The Supplier warrants that any deficiencies in the Services will be corrected at no additional charge within three months from the date of completion of the Services or when any deficiency is discovered, whichever occurs later. This warranty does not apply to deficiencies caused by materials or information provided by TMICC or by third parties under TMICC's control.

4.13. **Responsibility for TMICC's goods and equipment**: The Supplier shall be responsible for the care, maintenance, safety and insurance of any goods/items and equipment (including free-issued) supplied by TMICC or by others acting for TMICC. The Supplier shall be liable for any loss, theft, or damage in respect of such goods/items and equipment. The Supplier shall return any unused goods/items, and the equipment, fair wear and tear excepted, to TMICC on termination or expiry of the Agreement or whenever TMICC requests such return.

5. Quality Assurance

5.1. The Supplier shall comply with TMICC's quality assurance requirements and remain responsible for quality assurance with respect to all Products/Services. TMICC may post quality-related policies, requirements, manuals, and guidelines for the Products, collectively referred to as the "Quality Program" [insert link to program here].

5.2. If the Supplier does not meet any adjusted requirements of the Quality Program based on new or changed requirements, the Supplier must provide notice of any gaps and an action plan to become compliant. The Supplier will manage operations and the production of Products to ensure compliance at its sole responsibility and cost.

6. Non-Conforming Supplies

6.1. Supplies of Products/Services by the Supplier that do not comply with the Specifications and/or other related documents, are referred to as "non-conforming supplies".

6.2. TMICC may take one or more of the following actions without prejudice to any other rights under the Agreement or Applicable Laws:

(a) Reject the non-conforming supplies.
(b) Accept the non-conforming supplies at a reduced price.
(c) Require repair or replacement of non-conforming supplies from the Supplier or an appointed third party.
(d) Terminate the Purchase Order and/or the Agreement in whole or in part.
(e) Appoint a third party to complete or provide the Products/Services at the cost of the Supplier.

6.3. The Supplier must reimburse TMICC for all costs, expenses, liabilities, and losses reasonably incurred due to the Supplier's failure to meet its commitments, including:
(a) Costs related to the removal, transportation, storage, and destruction of non-conforming supplies or Products containing non-conforming supplies.
(b) Quality and safety assessment costs.
(c) Costs of inventory that cannot be sold.
(d) Costs for the return or replacement of non-conforming Products and wasted import duties, as well as additional costs of purchasing replacement Products.
(e) Fees and damages incurred by TMICC arising from the inability to fulfil orders or where TMICC must recall or remove items from the supply chain because they comprise or contain non-conforming supplies.
(f) Property damage, personal injury claims, and/or death claims.

7. Subcontractor Responsibilities

7.1. The Supplier shall be responsible for the actions and performance of its subcontractors. The Supplier must promptly inform TMICC of any significant subcontracting arrangements. TMICC may, on reasonable grounds, reject any subcontracting arrangement if it poses a risk from a quality, safety, health, environmental, or breach of TMICC policies.

7.2. Any approval of a subcontractor shall not relieve the Supplier of its responsibilities under the Agreement for the acts or omissions of its subcontractors. TMICC reserves the right to request the removal of any subcontractor or subcontractor employee deemed unsuitable.

8. Product Recall

8.1. If there is a recall, for any reason, of Products or any item that includes a Product supplied by the Supplier (including its subcontractors), or there is a safety risk to consumers because of the Products, the Supplier must as soon as possible and without limitation:

(a) give TMICC notice with details of any action TMICC is legally required to take (for example, communicating with the government bodies);

(b) reasonably assist TMICC in developing and implementing a strategy to deal with the recall.

8.2. The Supplier must not commence any recall of Products unless it is legally required to do so, in which case the Supplier must provide TMICC with immediate notice of that requirement. Recalls may not include TMICC's finished products without TMICC's prior consent.

8.3. The Supplier shall be liable for, and shall indemnify, defend and hold harmless TMICC and its respective employees, directors, shareholders, affiliates and agents from and against, all losses, claims, liabilities, fines, damages incurred or suffered because of such recall.

9. Business Ethics

9.1. The Supplier confirms that it has codes of ethics and associated policies and procedures, that are consistent with the requirements of TMICC's TMICC Responsible Partner Policy which are incorporated herein by reference and with which the Supplier shall comply.

9.2. The Supplier shall undertake third party ethics audits required by TMICC from time to time and on notice, at its own cost and rectify any non-compliance identified in such audits within a reasonable timeframe stipulated by TMICC.

9.3. Where Supplier materially fails to meet the requirements of clause 9 and TMICC considers that such failure can be remedied, then the Supplier shall take steps reasonably requested by TMICC to address the failure and ensure further failures do not occur. In the event TMICC determines that the failure is not capable of being remedied, or if steps to remedy the failure are not successful in the reasonable opinion of TMICC, TMICC shall have the right to terminate any applicable PO and/or the Agreement, in whole or in part.

9.4. At TMICC's request the Supplier shall complete a questionnaire identifying the potential presence of "conflict minerals" (as defined under Applicable Laws) in any Products/Services. If required by TMICC, the Supplier shall perform appropriate due diligence on its supply chain to identify the actual presence and origin of conflict minerals in any Product/Service no later than thirty (30) days following each calendar year.

10. Safety, Health and Environmental Responsibilities ("SHE")

10.1. The Supplier must adhere to SHE related Applicable Laws and ensure the safety of individuals and property during the provision of Products/Services as outlined in the Agreement. This obligation covers TMICC-associated sites (owned, leased, or operated by TMICC or third parties on behalf of or for TMICC's benefit), the Supplier's sites, and/or subcontractor sites. It encompasses safeguarding all individuals under the Supplier's control, including employees, agents, delegates, invitees, subcontractors, TMICC personnel, and TMICC contractors at Supplier's sites. The Supplier is responsible for implementing necessary safety measures in line with Applicable Laws and/or TMICC requirements, including providing and utilising SHE protective gear, tools and equipment compliant with relevant standards.

10.2. The Supplier must advise TMICC immediately whenever there has been any SHE incident involving or impacting TMICC including details of the incident. TMICC reserves the right to seek additional information and evidence following the data provided by the Supplier and auditors, which may involve incident investigations, additional risk evaluations, and documentation reviews. The Supplier retains full accountability for establishing and executing its policies, practices, and standards, as well as addressing any non-compliance issues highlighted during audits or risk assessments.

10.3. The Supplier shall indemnify and protect TMICC against all costs, losses, expenses (including legal fees), and liabilities resulting from the Supplier's failure to adhere to the stipulations in this clause 10 and/or relevant laws. This includes damages, property loss, injuries, or death concerning TMICC or third parties.

11. Compliance with Laws and Regulations

11.1. The Supplier represents and undertakes that it will, at all times, comply with all applicable laws, including, all anti-tax evasion, anti-fraud, anti-bribery and corruption, Data Protection Legislation (meaning any applicable laws relating to the processing, privacy, and use of personal data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the GDPR; (iii) any corresponding or equivalent national laws or regulations) and financial sanctions, trade sanctions, export or import controls, or other laws as specified elsewhere in the Agreement ("Applicable Laws"). Applicable Laws includes any amendments to, or replacement of, laws and regulations; and may include local laws or the laws of another country that impacts the performance of the obligations under this Agreement. The Supplier shall use best endeavours to ensure that any person performing services for or on behalf of TMICC complies with Applicable Laws. The Supplier further represents and undertakes that it has obtained and will maintain all necessary licenses, permits, authorizations, consents, and approvals required for the supply of Products/Services under Applicable Laws, and that the Supplier will provide TMICC with copies of such documents, including screening results, at TMICC's reasonable request, in order to verify compliance with Applicable Laws.

11.2. The Supplier undertakes to notify TMICC as soon as reasonably practicable if it has reasonable cause to suspect that any breach of Applicable Laws has occurred or will occur. If the Supplier becomes aware of any breach of Applicable Laws, it shall take any measures stipulated by a regulator, government body and/or TMICC to remedy the breach as soon as reasonably practicable. If TMICC considers, at its sole discretion, that the breach cannot be remedied, TMICC shall have the right without liability arising to (in whole or in part): (a) suspend immediately any and all services and payments under any PO and/or the Agreement; and/or (b) terminate immediately any PO and/or the Agreement.

11.3. The Supplier will indemnify and defend TMICC from all losses, costs, expenses (including legal fees and expenses) and liabilities arising out of the Supplier's non-compliance with any requirements under the Agreement and/or any Applicable Laws.

12. Confidentiality

12.1. TMICC will disclose or make available to the Supplier information relating to its group, affiliates, business, products, pricing or other commercially sensitive information ("Confidential Information"), including the existence and content of the Agreement. The Supplier agrees to:
(a) keep all Confidential Information strictly confidential;
(b) use Confidential Information solely for fulfilling its obligations under the Agreement;
(c) disclose Confidential Information only to its officers and employees directly involved in providing the Products/Services, and only as necessary to perform its obligations under the Agreement.
Disclosure to the Supplier's advisors is permitted provided such advisors have similar obligations of confidentiality as contained in this clause 12.

12.2. These obligations do not apply to information that is publicly available through no fault of the Supplier or when disclosure is required by Applicable Laws.

12.3. Any breach of these obligations by the Supplier or its officers, employees, agents, subcontractors, or advisors will be considered a breach by the Supplier.

12.4. Upon termination or expiry of the Agreement, all Confidential Information must be returned to TMICC or destroyed, if requested, except as required by Applicable Laws or necessary to fulfil remaining obligations. In any event, the duty of confidentiality shall apply for a period of two years after termination or expiry of the Agreement.

12.5. If the Supplier provides its confidential information to TMICC, TMICC shall adhere to the same confidentiality obligations outlined in this clause.

13. Privacy / Data Protection / Use of AI / Information Security

Privacy and Data Protection

13.1. Each Party must always comply with applicable Data Protection Legislation during the term of the Agreement.

13.2. The Supplier may be provided with access to personal data during the term of this Agreement. Where the Supplier processes personal data originating from the European Economic Area (EEA) as defined in article 4(8) of the GDPR, the Supplier shall enter into the GDPR-compliant data processing terms supplied by TMICC.

13.3. The Supplier shall not disclose or transfer any of TMICC's personal data outside the EEA without the prior written consent of TMICC and subject to the entity receiving the TMICC personal data being located in a territory which is subject to a current finding by the European Commission that it provides adequate protection for personal data under applicable Data Protection Legislation; or where the Supplier and/ or the entity receiving the TMICC personal data has entered into the Model Clauses (meaning the standard contractual clauses annex to the EU Commission Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council) or is subject to an alternative mechanism approved by relevant authorities pursuant to Data Protection Legislation.

13.4. The Supplier shall not retain any personal data for longer than is necessary to fulfil any obligations to TMICC in accordance with the Agreement.

13.5. The Supplier shall ensure that any TMICC personal data is returned to TMICC or destroyed on termination or expiry of the of the Agreement in accordance with TMICC's reasonable instructions.

13.6. The Supplier shall treat all personal data received from TMICC as Confidential Information.

Use of AI

13.7. The Supplier shall notify, take part in assessments and provide information as reasonably required by TMICC, relating to the use of any artificial intelligence ("**AI**") system in the performance of the Agreement. Any such AI system must:

(a) be deployed any appropriate safeguards required by Applicable Laws;

(b) not be a Prohibited AI Practice within the scope of Article 5 of the AI Act (Regulation (EU) 2024/1689) ("**EU AI Act**") or other equivalent Applicable Laws;

(c) be designed not to undertake any activities or practices prohibited under Applicable Laws;

(d) not result in risk to the health and safety or fundamental rights of any individual; and

(e) unless with TMICC's prior written approval, not be a High-Risk AI System (as defined in the EU AI Act or other equivalent Applicable Laws). Where TMICC has approved the use of a High Risk AI System, the Supplier shall comply with all Applicable Laws provisions applicable to a Provider (as defined in the EU AI Act or other equivalent Applicable Laws). Where TMICC is deemed a Provider, the Supplier shall provide TMICC with all information it requires to run the AI system in compliance with Applicable Laws and use all reasonable endeavours to procure that the Supplier's vendors enter into agreements with TMICC to enable it to meet its Provider obligation.

13.8. The Supplier warrants, represents and undertakes to TMICC to take all steps necessary to ensure that it does not transfer or licence any right, title or interest in any AI System inputs or outputs to the Provider or any third party, other than and limited to: (a) allowing the Provider to provide the AI system's functionality under the Agreement; (b) fraud monitoring; and (c) regulatory and information security purposes.

13.9. Any breach of these provisions may result in TMICC enforcing its rights under Applicable Laws, the Agreement and/or potential termination of the Agreement (in whole or in part).

Information Security

13.10. The Supplier shall comply with all information security and cyber security requirements as may be reasonably required by TMICC from time to time. This includes, but is not limited to, implementing and maintaining appropriate technical and organisational measures to protect against unauthorised access, loss, destruction, or disclosure of data, and cooperating with TMICC to address any identified risks or incidents.

14. Intellectual Property Rights

14.1. Intellectual Property Rights (IP Rights) means patents, models, rights to invention, copyright and related rights, trademarks and service marks, business names and domain names, rights in goodwill and the right to sue for passing off and/or unfair competition, rights in designs, database rights, confidential information (including formulations, know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protections which exist or will exist now or in the future in any part of the world.

14.2. Each Party shall remain the owner of any IP Rights owned or controlled by either Party or any of its affiliates before entry into force of this Agreement, or subsequently developed independently from this Agreement by a Party or its affiliates ("Background IP"). The Supplier shall permit the use of its Background IP, to the extent reasonably necessary for TMICC to utilise its rights under the Agreement; and for TMICC and its other suppliers to utilise any arising IP rights meaning any IP Rights arising on or after the effective date of the Agreement, within the scope and through the performance of the Agreement to make, use, modify, incorporate, develop or supply the Products and/or Services ("Arising IP").

14.3. TMICC shall remain the owner of any and all Arising IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement and as such the Supplier shall assign and shall procure that all third parties assign to TMICC with full title guarantee, the IP rights in the deliverables, including any customisations to the Products and/or Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible in respect of Arising IP, the Supplier hereby grants and shall procure that all third parties grant to TMICC, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products and/or Services without restriction. For all copyright work created under this Agreement, the Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

14.4. The Supplier a) shall supply all Products and/or Services that require IP Rights owned by TMICC exclusively to TMICC and (b) shall not and shall procure that its associated third parties do not supply such Products and/or Services or any components that contain TMICC owned IP Rights (or any products which embody any TMICC owned IP Rights) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than TMICC or a third party nominated by TMICC, including other suppliers.

14.5. The Supplier shall ensure that it and its subcontractors (and any other persons or parties acting on its behalf or under its control) do not manufacture, sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any TMICC owned IP Rights during the Agreement or after expiry or termination (regardless of reason) of the Agreement.

14.6. The Supplier shall ensure, including after expiry or termination (regardless of the reason), all defective or obsolete materials containing TMICC owned IP Rights are rendered unsuitable for usage and that any excess materials are returned to TMICC or handled in a manner as TMICC specifies. The Supplier shall provide evidence of compliance with this provision to TMICC when required.

14.7. If, within the Agreement's validity and two years thereafter, the Supplier engages in manufacturing products similar to those supplied to TMICC, the Supplier must provide written certification annually, confirming non-use of TMICC's Confidential Information or IP Rights. Failure to comply will result in the assumption of unauthorized use, with the Supplier bearing the burden of proof. TMICC reserves the right to audit relevant information and processes, ensuring compliance with confidentiality obligations (and in compliance with the rules preventing access to competitor commercially sensitive information) and assessing any unauthorized use of TMICC's assets.

14.8. If the Supplier acquires samples, ingredients, or materials for developing or manufacturing Products and/or Services, they must restrict distribution to third parties to essential personnel only. Any analysis conducted on these items, excluding chemical composition determination unless necessary for contract performance (e.g., compliance checks), shall treat the findings as TMICC's Confidential Information.

14.9. In the event of a third party claim for IP infringement in breach of the Agreement, the Supplier shall be liable for, and shall indemnify, defend and hold harmless TMICC from and against all losses, fines, liabilities, damages, and costs howsoever incurred in connection with such claim or alleged claim. The Supplier may remedy (at its cost and risk), and subject to approval with TMICC, the infringement by procuring a license from the rights-holder, modifying the product or service to avoid infringement (provided such modification meets the Specifications), replacing the product with a non-infringing alternative (provided such alternative meets the required Specifications), or negotiating a settlement with the rights-holder; or if the Products/Services can be accepted by TMICC agree a reduction in the price for the Products/Services. Such remedies shall not prejudice any rights TMICC has under this Agreement or under Applicable Laws.

15. Records, Audit and Business Continuity

15.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control) in accordance with Applicable Laws and for no less than 5 years from the date of the applicable PO, or 7 years for financial information.

15.2. The Supplier shall at all times upon reasonable notice, allow TMICC to enter, access, inspect and audit (a) all information, documentation and records related to the Products/Services; and (b) the location, equipment, stocks, methods used, and the performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/Services.

15.3. To ensure business continuity and avoid disruption to the supply of Products/Services to TMICC, the Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.

15.4. The Supplier shall manage the security of its systems with respect to penetration testing, identifying and resolving security weaknesses and limiting access to systems/data to authorised individuals.

16. Term and Termination

16.1. The Agreement shall apply until the expiry or termination of all relevant POs under the Agreement.

16.2. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall:

(a) provide such reasonable transfer assistance (including continued provision of the Services) to a new supplier in respect of the Products/Services as TMICC may require to minimise any disruption and ensure continuity of TMICC's business and

(b) Upon expiry or termination, the Supplier must promptly discontinue the use of any work product, deliver it to TMICC in TMICC's preferred format, on virus-free media, within 5 days. Additionally, the Supplier must return or securely delete TMICC's personal data, Confidential Information, and commercial data (subject to Applicable Laws, TMICC's instructions or requirements, or as otherwise stipulated in this Agreement). The Supplier is obligated to fulfil all other Agreement obligations that persist after expiry or termination, or as mandated by any clause in this Agreement due to such expiry or termination.

16.3. In case of partial termination, this provision shall apply only to the work product relating to the terminated part of the Agreement.

16.4. In addition to any other rights of TMICC under the Agreement, the Agreement or a PO may be terminated earlier in whole or part by TMICC without any penalty or further obligation or liability:

(a) immediately on material breach of any Applicable Laws (clause 11) or of material breach of the Business Ethics clauses (clause 9) that TMICC reasonably believes is not capable of remedy;

(b) on 10 days' written notice in the event of material breach of this Agreement by the Supplier;

(c) on giving notice in the event of a Force Majeure Event affecting the Supplier or TMICC which continues for more than 10 days;

(d) for convenience on 30 days' written notice (subject to mandatory local laws requiring a longer notice period); or

(e) immediately or at a later specified date if the Supplier becomes or is likely to become insolvent or enters administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

16.5. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

16.6. **Surviving provisions.** Expiry or termination (regardless of the reason for termination) of the Agreement (in whole or part including any POs) shall not affect clauses 4 (Quality Assurance and Warranties), 8 (Product Recall), 11 (Compliance with Laws and Regulations), 12 (Confidentiality), 13 (Privacy / Data Protection / Use of AI), 14 (Intellectual Property Rights, 15 (Records and Business Continuity), 16 (Termination) and 19 (Laws, Jurisdiction and Disputes) or any clause expressed or by their nature is expected to survive expiry or termination. Indemnities under the Agreement shall survive expiry or termination of the Agreement or any POs, in whole or in part.

16.7. **Accrued rights.** Expiry or termination of the Agreement (in whole or in part including any POs) shall not prejudice any accrued rights of TMICC.

17. Force Majeure

18.1 A Party unable to perform its obligations under the Agreement due to an event beyond its reasonable control, such as fire, flood, earthquake and other unusual acts of nature, and including TMICC's inability to receive, accept, or use Products, or government actions or sanctions ("**Force Majeure Event**"), shall be excused from performance for the duration and extent of the Force Majeure Event, provided that: (a) the affected Party has notified the other in writing of the occurrence of the Force Majeure Event, detailing the nature and expected duration of the event; (b) the affected Party has used all reasonable efforts to mitigate the impact of the Force Majeure Event and resumed performance of its obligations as soon as reasonably possible.

18.2 For the avoidance of doubt; the following shall not constitute a Force Majeure Event with regards to the Supplier: failure of mechanical equipment, computer hardware, and/or telecommunications equipment, failure of software, power outages, changes in economic conditions or economic hardship, costs and/or delivery issues related to raw materials, strikes and other labour disputes involving the Supplier's representatives (or its affiliates or their representatives).

18.3 Notwithstanding TMICC's termination rights under clause 16.4where TMICC is affected by a Force Majeure Event such as economic sanctions or other government action which prevents it from receiving the Products/Services; or if the Supplier will, in the reasonable opinion of TMICC, not be able to resume performance under the Agreement after a period of 30 days, TMICC may elect on written notice to terminate the PO or Agreement, in whole or in part, without any liability to the Supplier.

18. Miscellaneous

18.1. **Assignment**. Notwithstanding any other provision of the Agreement, TMICC (and its successors) may assign or novate any or all its rights and obligations arising under or out of this Agreement to:

(a) any of its affiliates or any third party (or any of such party's affiliates) that acquires a controlling interest in TMICC's business to which these GTC's relate, whether by demerger, acquisition or otherwise, without the consent of the Supplier;

(b) any TMICC Group entity, division or business that ceases to be part of the TMICC Group (**"Departing Business"**);

(c) TMICC may require that the Departing Business continues to receive, and the Supplier shall provide, the Products/Services under and in accordance with the Agreement and at no extra charge for a period of up to 24 months from the date of departure (the **"Divestiture Period")**. During the Divestiture Period, TMICC remains responsible for the payment for such Products/Services and the compliance of the Departing Business with the Agreement.

The Supplier may not assign, transfer or subcontract any of its rights or obligation under the Agreement in part or in whole except with TMICC's written consent.

18.2. **Waiver & Amendments.** No delay or failure to exercise any right, power or remedy shall operate as a waiver. Any amendment, waiver or release of any right, power or remedy shall be in writing (excluding email – see clauses 18.5 and 18.6).

18.3. **Indemnities.** Any indemnity provided in the Agreement shall mean that the Supplier will indemnify and defend TMICC from all losses, costs, expenses (including legal fees and expenses) and liabilities arising out of the Supplier's non-compliance (including that of its employees, officers, subcontractors, suppliers or other parties acting on the Supplier's behalf) with any requirements under this Agreement and/or any Applicable Laws. At TMICC's option, TMICC has the right to participate in any proceedings in which the Supplier is indemnifying TMICC and, if the Supplier fails to defend TMICC, TMICC's participation will be at the Supplier's cost. The indemnities shall apply to TMICC and its affiliates, and its respective employees, directors, shareholders and agents.

18.4. **Competition Claims.** The Supplier hereby transfers, conveys and assigns to TMICC all rights, title and interest in and to all claims and/or causes of action that the Supplier may have under any Applicable Laws antitrust or competition laws arising out of or relating to the Supplier's purchases of any item that was, is or will be supplied to TMICC. Upon request by TMICC, the Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

18.5. **Electronic Communication and Signatures**. To facilitate efficient communication and subject to Applicable Laws and other terms specified in this Agreement, the following shall apply:

(a) All routine communications including notices of a non-legal nature (such as operational, business, performance, technical, policy changes, informational, etc) between the Parties may be conducted electronically, including via email.

(b) All formal legal notices, such as notices of breach, termination, force majeure, waivers, assignments, amendments, waivers, etc, the following requirements shall apply: i. the notices must be on the letterhead of the sending Party and signed by an authorised signatory, ii. the notices must be sent as an email attachment and in a format that is a commonly readable format (e.g. PDF), iii. the notices shall be deemed effective upon the date and time the email containing the attachment is sent or on such other date as may be specified in the letter, provided that no delivery failure notice is received by the sender; and iv) the sender must mark the mail for delivery and received status as evidence of successful delivery.

(c) Each Party shall provide the other Party with their preferred email address(es) for communications (inclusive of notices) and, if applicable, a separate designated email address for the service of legal notices. Each Party is responsible for notifying the other Party of any changes to their designated email address(es).

(d) This clause does not preclude either Party from sending formal notices by other valid means as contemplated in clause 18.6.

18.6. **Notices**. Should Applicable Laws require any formal notices be given in writing other than electronic form as stated in clause 18.5 or either Party wishes to provide legal notices other than electronically, such written notice shall be treated as delivered: (a) on date of delivery as documented by a pre-paid commercially recognized courier service; (b) five (5) days after posting if sent by pre-paid, certified, first class mail; (c) on the date of in-person delivery. Each Party chooses its registered address for service of any notices and to be addressed to the main business contact and head of legal unless a change of address and contact details is provided in writing.

18.7. **No Partnership**. The Supplier is an independent contractor and not the legal representative or agent of (nor in partnership with) TMICC. No Party has the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of, the other.

18.8. **No employment relationship.** The Supplier, being an independent contractor, is responsible for managing its employees, agents, contractors, etc and nothing in the Agreement gives rise to an employee relationship between the Supplier, its employees, agents, contractors, etc and TMICC. The Supplier indemnifies TMICC against all claims and liabilities brought by any Supplier employee, agent, contractor, etc.

18.9. **Third Party Rights.** Only Parties to the Agreement, their successors and permitted assignees can enforce the Agreement. No third parties have any rights under this Agreement.

18.10. **Severance**. Each of the provisions of the Agreement is severable. If any such provision or any part of such provision is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of the Agreement or the remaining parts of that provision shall not in any way be affected.

18.11. **Language.** The parties may agree to append a local language translation of all or part of the GTCs. In case of language conflict, the English version shall prevail unless Applicable Laws require otherwise.

18.12. **Interpretation.** The following interpretation rules apply to this Agreement:

(a) clause and paragraph headings shall not affect the interpretation of the Agreement in case of any ambiguity or conflict;

(b) any annexures or schedules or links in the Agreement shall have effect as if set out in the body of this Agreement and any references to this "Agreement" includes such annexures, schedules and links;

(c) reference to Applicable Laws i. includes local, international laws and laws of one country that impacts the performance, rights and obligations of an affiliate company (e.g. a Group or parent company is subject to laws and regulations requiring the subsidiary company to do or not do certain things), and ii. includes subordinate legislation and regulations, amendments, extensions, re-enactments and replacement legislation.

(d) reference to "person" or similar words includes natural persons and legal/juristic entities (as per Applicable Laws);

(e) use of the singular shall include the plural and vice versa;

(f) the use of the word "including", "etc", "such as", "e.g.", "in particular", or similar terms shall be understood as not limiting the generality of the expressed words and shall be interpreted as including "without limitation";

(g) the word "written" or "in writing", or similar words, shall include electronic communication as contemplated in clause 18.5;

(h) the word "day" shall mean a calendar day except if business day is used in which it shall mean a normal working day (excluding weekends and public holidays) of the country in which the relevant TMICC entity is located;

(i) any ambiguity, inconsistency or uncertainty shall not be interpreted against the Party that drafted the relevant provision/Agreement;

(j) any specified remedy in the Agreement shall not be considered as an exclusive remedy and TMICC retains all other rights and remedies as stated in the Agreement, arises out of any breach and/or under Applicable Laws.

18.13. **Communication and endorsement**. The Supplier shall not, without the prior written consent of TMICC, disclose to any third party the fact that the Supplier provides or has provided Product/Services to TMICC. This obligation includes, but is not limited to, any reference in marketing materials, press releases, case studies, client lists, or any other public or private communications. The Supplier shall ensure that its employees, agents, and subcontractors comply with this confidentiality obligation.

19. Laws, Jurisdiction and Disputes

19.1. Unless otherwise agreed, the Agreement is governed by and construed in accordance with the laws of the country in which the relevant TMICC affiliate company placing the PO is incorporated or formed.

19.2. In the event of a dispute that cannot be amicably resolved by the Parties, the competent courts where the TMICC affiliate company is incorporated shall have exclusive jurisdiction to settle such dispute. Alternatively, at the relevant TMICC affiliate's sole discretion, a dispute may be referred to binding arbitration by an appropriate arbitration body.

19.3. The application of the 1980 Vienna Convention on the International Sale of Goods is expressly excluded from this Agreement.