

1. **Applicability.** These terms and conditions apply to the entire understanding between the Supplier and any member of the LIPTON Teas and Infusions group ("Purchaser") (the Order) unless LIPTON Teas and Infusions and Purchaser entered into a written agreement in which case such written agreement applies instead. The applicability of Supplier's terms is excluded.
2. **Warranties.** Supplier warrants that
 - (i) the **goods** supplied (and the manufacture, packaging, storage, handling, transportation and delivery thereof) will:
 - a. comply with all applicable laws, rules, regulations, codes and industry standards (including but not limited to those relating to anti-corruption, competition, data protection and trade sanctions) of the countries of manufacture, delivery and destination
 - b. conform to the specifications or other descriptions provided or approved by Purchaser or as specified in the Order,
 - c. be of sound material and workmanship and free from defects, lien, charge or other incumbency
 - d. be fit, safe and suitable for their intended purpose and
 - (ii) the **services** provided will be performed:
 - a. in a professional, skilful and workmanlike manner
 - b. in accordance with best industry practice and
 - c. in compliance with all applicable laws, rules, regulations, codes, (including but not limited to those relating to anti-corruption, competition, data protection and trade sanctions) and all of Purchaser's safety and other requirements communicated to Supplier.
 - (iii) Supplier will:
 - a. deliver the goods and perform the services by the dates included on the Order
 - b. deliver the goods in accordance with the Incoterms included on the Order, and if no such Incoterms are included Delivered Duty Paid (DDP), Incoterms® 2020
 - c. at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services
 - d. at its own cost, obtain and maintain all necessary permits, license or other approvals and give all notices legally required to deliver the goods or provide the services and
 - e. and will procure that its employees, agents and/or subcontractors will, comply with all applicable data privacy laws and not put Purchaser in breach of any laws. If Supplier intends to process personal data of the Purchaser or on behalf of the Purchaser, parties will enter into a separate agreement.
3. **Anti-bribery.** The Supplier will not directly or indirectly:
 - (i) violate any applicable law relating to bribery or corruption
 - (ii) offer, pay, promise to pay, give, or authorize to pay or give anything of value to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in order to obtain or retain business with or for the Purchaser and will immediately report to the Purchaser any request or demand for any undue financial or other advantage received by or offered to the Supplier in connection with the performance of the Order.
4. **Inspection/acceptance.** Purchaser will:
 - (i) inspect the **goods** delivered for external damages to packaging, identity and quantity upon receipt and notify the Supplier of any deficiencies as soon as reasonably possible. The Purchaser will notify Supplier of further defects as soon as reasonably practicable after they are discovered and
 - (ii) inspect and accept the **services** within reasonable period after performance.

The receipt of goods or services, the inspection or non-inspection or the payment for the goods or services will not constitute acceptance of the goods or services. Purchaser will continue to have the right to

 - (i) reject non-conforming goods or services, (ii) demand replacement goods/services (iii) recover damages and/or (iv) exercise any other remedies to which Purchaser may be entitled.

Acceptance of goods or services will not waive any rights or remedies of Purchaser. Rejected goods may be returned to Supplier or otherwise disposed of, at Supplier's cost and expense.
5. **Price/Tax.** The Price is stated on the Order and includes all (i) fees, duties, or other governmental impositions and (ii) packaging and shipment cost. The Price excludes all taxes. If Purchaser is required to pay any taxes or other cost related to the purchased goods or services, Supplier will promptly reimburse Purchaser.
6. **Invoicing and Payment.** Supplier will invoice Purchaser for the amounts due under the Order. Except as otherwise included in the Order, Purchaser will pay Supplier all undisputed amounts within ninety (90) calendar days after the date of the invoice or within such lesser period of time as is required by law.
7. **Confidentiality.** Supplier agrees to keep confidential the terms and conditions of the Order and all proprietary information disclosed by or on behalf of Purchaser or otherwise learned or obtained by Supplier in connection with the Order or the performance hereof. Supplier will not use any of this information other than to perform the Order and will not disclose any of this information except to the extent required by law and then only after prior notice to Purchaser.
8. **Liability and Indemnification.** Supplier shall be liable for every claim for damage resulting directly or indirectly from or related to Supplier's non-performance of the Order, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Purchaser or of any applicable rules and regulations. Purchaser may require Supplier to re-deliver against non-conforming goods or re-execute non-conforming services at Supplier's cost and expense. In addition, Supplier indemnifies Purchaser against any claims from third parties in respect of damage resulting directly or indirectly from or related to Supplier's non-performance of the Order, its failure to perform timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Purchaser or third parties or of any applicable rules and regulations.
9. **Cancellation/termination.** Purchaser (i) may cancel an Order prior to delivery of the goods or performance of services by providing written notice to Supplier and (ii) may immediately terminate the Order, even after delivery, by providing written notice to Supplier if Supplier breaches any term or condition of the Order or becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law (iii) may, insofar as the Order relates to the provision of Services, terminate the Order for convenience by giving six (6) weeks written notice.
10. **Responsible Sourcing Policy.** Supplier agrees to comply with LIPTON Teas and Infusions's Responsible Sourcing Policy, found at [Microsoft Word - LIPTON Teas and Infusions Responsible Sourcing Policy - May 2023 V Finale.docx \(ctfassets.net\)](#).
11. **Governing law.** The Order will be governed by the jurisdiction of the address of the Purchaser on the Order. Conflict of law rules of that jurisdiction are excluded. Any dispute arising from the Order will be exclusively resolved in the courts in the jurisdiction of the Purchaser.
12. **Exclusion of conventions.** The following international conventions will not apply to the Order (i) the United Nations Convention on Contracts for the International Sale of Goods of 1980, (ii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974 and (iii) the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.
13. **Assignment/subcontracting.** Supplier may not assign or subcontract its rights and obligations under the Order without the prior written consent of Purchaser.
14. **Severability.** If any provision of the Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Order, all of which will remain in full force and effect.