

## SCHEDULE II: INVOICING REQUIREMENTS

### PAYMENT TERMS

Standard payment terms for all entities is net 120 days (unless otherwise set forth in the Agreement), based on an accurate, valid and complete invoice in acceptable format, calculated from the latest of the date (i) set forth on Seller's invoice, provided the invoice is undisputed and in acceptable format ("Invoice Date"), (ii) Buyer receives Seller's undisputed invoice ("Invoice Received Date"), or (iii) Buyer receives the Product/Service ("Goods Received Date"). If there are multiple line-item shipments on one invoice, then the last shipment received in Buyer's system will be the Goods Received Date. If invoice is received on a weekend or holiday, then Invoice Received Date will be the next business day following the holiday and/or weekend. All invoices must be submitted within 30 calendar days of the latest of the 3 dates listed in this Section to be considered valid for payment. Buyer will not be responsible for payment of any amounts that are not invoiced within ninety (90) days of the date that the goods or services are supplied or provided to Buyer, and Seller hereby waives recovery of such amounts.

Buyer shall transmit invoice payment instructions to its bank (authorizing the bank's payment to Seller) on the date that the invoice is due. Seller will thereafter receive payment on a date that may be later than the date that the payment is processed and authorized by Buyer. Payment shall be made via Electronic Funds Transfer or check to the Seller, at Buyer's election. Seller shall provide such bank account information along with pertinent tax and other data in Buyer's systems. Where the day nominated or determined for payment is not a business day, the day for payment shall be the first business day after the day so nominated or determined.

Any request for payment of taxes or reimbursement of taxes paid by Seller on behalf of Buyer shall be billed within one year of the date of assignment, transfer or conveyance to which such taxes apply. Under no circumstances shall Buyer be responsible for any fines, interest or penalties assessed against Seller due to Seller's failure to pay such taxes, including as a result of Seller's failure to request reimbursement from Buyer.

### ACCOUNTS PAYABLE POLICIES AND PROCEDURES USED AT CLOROX

- a. **Payments should not be received as "on account"**. The payment received must be applied to the invoice number specified on the remittance advice. Payments received may not be applied to either a running balance, or to any payable item not listed as paid on the associated remittance advice.
- b. **Payments will not be made based upon summarized invoices**. Payments will be based only on a single, original and uniquely numbered invoice.
- c. **Payments will be made only for the amount shown as "current charges"**. Buyer will not pay a "total amount due" that includes any amount shown as "running balance", "balance forward", or "past due amount".
- d. **Credits taken by Buyer** will be clearly shown as a separate transaction that is listed on the remittance advice.
- e. **Overpayments that are identified must immediately be either returned to Buyer via check, or will be offset on the next payment.**
- f. **Sellers DO NOT have the authority to apply open credits to Buyer open invoices or to other outstanding or future charges.** The decisions on where and how to apply credits belong solely to the Clorox Procure to Pay organization.
- g. **Payments will not be made in advance of receipt (pro-forma invoicing).** With the exception of deposits, periodic payments during an extended manufacturing process, and pre-paying for assets (insurance, etc.), Buyer will not make a payment without the prior receipt of specific goods and/or services. Pre-positioning cash with a Seller in advance of future purchases and/or services, and drawing down that amount as future purchases are made **is prohibited**.

Seller's cash application should reflect the above procedures. If Seller notes any deviation from these policies on Buyer's part, Seller should notify Buyer immediately. Buyer also asks for Seller's cooperation in immediately informing Buyer of any duplicate payments, overpayments, or unclaimed credits that Buyer has not offset, or any cash application problems Seller may have.

- h. **Seller Setup**. To enable payment, Seller must register and enter their data directly into Buyer's online tools. This includes providing appropriate tax data, contact information, legal entity, and payment remittance information. Any changes to the data must be performed by the Seller in the same tools.

## CONTACT INFORMATION

The table below provides instructions on where invoices, notices and checks must be sent:

Country	Type of spend	Where to Send Supplier Invoices (Do not send Notices or Checks here)	Notices and Checks (Do not send Invoices here)
<b>Clorox U.S.</b>	Direct spend (e.g., raw materials, packaging, co-packers, capital purchases, etc.)	If connected to Clorox via Ariba Supply Chain Collaboration, then use the Ariba SCC Portal. If not connected to Ariba then: <a href="mailto:vim_apinvoice@clorox.com">vim_apinvoice@clorox.com</a>	Clorox Services Company Attn: Procure to Pay, 4900 Johnson Drive, A1-120, Pleasanton, CA 94588
<b>Clorox U.S.</b>	Indirect spend (e.g., consulting, subscriptions, marketing services, office supplies, etc.)	Invoices should be submitted electronically. Current suppliers should email <a href="mailto:SupplierCSP@clorox.com">SupplierCSP@clorox.com</a> to initiate supplier enablement in Coupa/myBuy. New suppliers should contact their Clorox buyer for setup.	Clorox Services Company Attn: Procure to Pay, 4900 Johnson Drive, A1-120, Pleasanton, CA 94588
<b>Clorox U.S.</b>	Freight special charges (e.g., rail carriers, dedicated fleet services, etc.)	PDF format images only <a href="mailto:vim_apinvoice@clorox.com">vim_apinvoice@clorox.com</a>	Refunds: Clorox Services Company Attn: Procure to Pay, 4900 Johnson Drive, A1-120, Pleasanton, CA 94588 Claims: <a href="mailto:freightclaims@clorox.com">freightclaims@clorox.com</a>
<b>Clorox U.S.</b>	Outbound and inbound freight – Uber Freight TMS	Most Freight: <a href="mailto:Invoices@UberFreight.com">Invoices@UberFreight.com</a> Dedicated Fleet: <a href="mailto:CloroxDedicatedInvoices@UberFreight.com">CloroxDedicatedInvoices@UberFreight.com</a> Imports: <a href="mailto:FA.CloroxImports@UberFreight.com">FA.CloroxImports@UberFreight.com</a> Exports: <a href="mailto:FA.Clorox-Intl@UberFreight.com">FA.Clorox-Intl@UberFreight.com</a>	Refunds: Clorox Services Company Attn: Procure to Pay, 4900 Johnson Drive, A1-120, Pleasanton, CA 94588 Claims: <a href="mailto:freightclaims@clorox.com">freightclaims@clorox.com</a> Carrier statements: <a href="mailto:Clorox.AP@UberFreight.com">Clorox.AP@UberFreight.com</a>
<b>Clorox Canada including Glad and Brita Canada *</b>	Direct spend (e.g., raw materials, packaging, co-packers, capital purchases, etc.)	If connected to Clorox via Ariba Supply Chain Collaboration, then use the Ariba SCC Portal; else <a href="mailto:vim_apinvoice@clorox.com">vim_apinvoice@clorox.com</a>	Clorox Canada 150 Biscayne Crescent Brampton, ON L6W 4V3, Canada
<b>Clorox Canada including Glad and Brita Canada *</b>	Indirect spend (e.g., consulting, subscriptions, marketing services, office supplies, etc.)	Coupa Portal or <a href="mailto:invoices+canada@clorox.coupahost.com">invoices+canada@clorox.coupahost.com</a>	Clorox Canada 150 Biscayne Crescent Brampton, ON L6W 4V3, Canada

\*Note: For Clorox Canada businesses please include the following “bill to” information on your invoice: Appropriate Clorox Legal Entity (i.e. Clorox Canada or Brita Canada), 150 Biscayne Crescent, Brampton, ON L6W 4V3, Canada

For General Invoice Inquiries email: [P2P-CRC@Clorox.com](mailto:P2P-CRC@Clorox.com).

For Uber Freight Inquiries use the Carrier Portal: <https://www.uberfreight.com/> OR [Freight.Audit@uberfreight.com](mailto:Freight.Audit@uberfreight.com)

## STATEMENT OF ACCOUNT RECONCILIATION

Suppliers of Direct Spend items (eg. Raw and packaging materials, Copackers, capital, etc.) and all carriers must submit monthly statements detailing all open invoices. Such statements, shall include the following data by invoice, but not be limited to: full supplier/carrier name, carrier SCAC, Master Bill # or Master BOL (Shipment ID), ship date, Purchase Order #, days aging, invoice number, invoice date, invoice amount, remaining open amount and comments. The statements must be emailed to: [P2P-statements@clorox.com](mailto:P2P-statements@clorox.com)

## INVOICE REQUIREMENTS

Invoices must be submitted *per delivery or services period/activity* for proper and timely payment against Buyer purchase orders. All invoices must be billed to Buyer within 30 days of approval or completion, and have adequate supporting documentation along with the name of the person who requested the service.

All invoicing or refund documents and checks must contain at the header level:

- 1) Billing entity's full name and address on Seller's letter headed paper clearly marked "Invoice", together with Seller's tax identification number.
- 2) Invoice date for Invoice or Invoice associated with the refund.
- 3) Invoice number or Invoice number associated with refund. Payments will be made to a specific invoice with a unique non-recurring invoice number. Duplicate or invoices for the same products/services shall retain the original invoice numbers.
- 4) Payment currency. This must be the currency the Buyer and Seller have contractually agreed to settle payment and the currency listed on the Purchase Order.
- 5) Buyer Purchase Order number including release number, account codes, project codes
- 6) Buyer's "Remit To" vendor number or Buyer's "buy from" vendor number, if available from Buyer
- 7) Buyer account codes, project codes, if available from Buyer
- 8) Seller's contact name, address, phone number, e-mail address
- 9) Full address, country, and office/plant/distribution center name, where goods and/or services were provided
- 10) For Canada: the Sales Tax Registration number is legally required

The Delivery or Service Reference must contain:

- 1) Name and phone number of Buyer contact, who requested the goods and/or services
- 2) Remittance address if different from the billing entity

For Materials:

- 1) Bill of Lading number
- 2) Truck number
- 3) Trailer or rail car number
- 4) Master Bill of Lading Number if multiple Bills of Lading are on one shipment
- 5) Carrier SCAC as assigned by Clorox

For Services:

- 1) Agreed upon service period
- 2) Description of services or activities

For Creative Services:

- 1) Creative Services project number (PG#)
- 2) Name of the Creative Services Project Manager requesting the goods and/or services