

Standard Terms & Conditions

1. Definitions and Interpretations

1.1. In these Conditions, unless the context otherwise requires, the following words and expressions will have the following meanings:
"Business Day" a day that is not a Saturday, Sunday or public or bank holiday in the country in which the Goods and/or Services are provided;

"Conditions" these terms and conditions and any special terms and conditions agreed in writing between Customer and Supplier;
"Contract" any agreement between Customer and Supplier for the purchase of Goods and/or Services;

"Control" means the power to direct the management and policies of an entity whether through ownership of voting capital, contract or otherwise;

"Customer" any member of the Kraft Heinz Group which issues the Order to Supplier;

"Data Protection Legislation" all privacy laws applicable to the Contract, all regulations made pursuant to such legislation together with all codes of practice and other guidance issued by any relevant Data Protection Authority;

"Data Protection Authority" means local government or other official regulators responsible for enforcement of Data Protection Legislation in relation to Customer;

"Goods" the goods (including any part or parts of them) which Supplier is to provide to Customer pursuant to the Order;

"Kraft Heinz Group" Customer and each company that holds shares in Customer (whether directly or indirectly), and each company in which the holding company (or companies) of Customer holds shares (whether directly or indirectly);

"Intellectual Property Rights" any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world;

"Order" any order from Customer to Supplier for the supply of Goods and/or Services;

"Policies" the policies, instructions and guidelines of Customer in place from time to time, including the Kraft Heinz Supplier Guiding Principles, and which can be accessed on:

https://www.kraftheinzcompany.com/ethics_and_compliance/supplier-guiding-principles.html.

"Services" the services which Supplier is to provide to Customer pursuant to the Order;

"Specification" Customer's specifications or stipulations for the Goods and/or Services notified in writing to Supplier; and

"Supplier" the person, firm or company to whom the Order is addressed.

1.2. References to any law or industry code will include any subordinate law made under it and will be construed as references to such law and/or subordinate law as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.3. The words and phrases "other", "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. Contract Formation and Incorporation

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions, including any terms or conditions which Supplier purports to apply under any quotation, Order acknowledgement or any other document issued by Supplier.

2.2 Subject to Condition 2.3, each Order is an offer made by Customer to Supplier and the Contract is formed when Customer's Order is accepted by Supplier. Orders shall be deemed accepted if not rejected by Supplier by notice in writing within 24 hours of their date.

2.3 No Order shall be capable of acceptance by Supplier unless it is in writing on Customer's official order form and is signed by an authorized representative on behalf of Customer, unless otherwise agreed in writing by Customer, or the Order is made via Customer's electronic ordering system.

2.4 No variation to the Conditions will be effective unless it is in writing and is signed by a duly authorized representative of Customer.

3. Delivery of Goods and Services

3.1 Delivery of the Goods shall take place strictly in accordance with Customer's delivery instructions whether given in the Order or separately, and which Customer may amend at any time. Each delivery must be clearly marked in accordance with the Specification and/or the Order. If no delivery instructions are provided, then delivery will take place DDP (Incoterms 2020) (Customer's place of business where deliveries of similar Goods normally take place). Supplier will off-load the Goods at its own risk.

3.2 Time of delivery of the Goods is of the essence of the Contract and all agreed time frames will be deemed critical. Customer shall be under no obligation to accept delivery of the Goods before the specified delivery time.

3.3 Customer shall not be obliged to accept quantities of the Goods which vary in weight or otherwise from those specified in the Specification or the Order.

3.4 Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach their destination undamaged and in good condition. Customer shall not be obliged to return to Supplier any packaging materials for the Goods.

3.5 If any Incoterm 2020 specified in the Order conflicts with any other Condition, such Incoterm 2020 shall take precedence.

3.6 Supplier is responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining export and import licenses, and paying all applicable duties, and for obtaining all other consents required to deliver the Goods or perform the Services.

3.7 Supplier will perform the Services in the timescales set out in the Order or as otherwise agreed in writing by Customer. The time of performance of the Services is of the essence of the Contract and all agreed time frames will be deemed critical.

4. Acceptance of Goods and Services

- 4.1 No inspection or testing by Customer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods.
- 4.2 Supplier shall promptly inform Customer of any matter of which it is or reasonably should, be aware relating to the storage, transportation, handling, assembly or use of the Goods by Customer (including legislation or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken and/or those that should be taken.
- 4.3 Customer will not be deemed to have accepted the performance of the Services as completed until Customer provide Supplier with formal acknowledgment in writing to that effect.

5. Title and Risk

Title to and risk in the Goods shall pass to Customer on delivery in accordance with the Contract, provided that if Customer pays for the Goods prior to delivery, title to the Goods shall pass to Customer when payment is made.

6. Prices and Payment

- 6.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, installation costs and all other costs incurred by Supplier in relation to the Goods and/or Services and their delivery and/or performance unless otherwise specified in the Order.
- 6.2 All sums payable under the Contract are exclusive of VAT and any other applicable tax or duty payable upon such sums.
- 6.3 Supplier may only invoice Customer on or after delivery of the Goods or completion of the performance of the Services and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be drawn up in compliance with any applicable legislation (including any applicable tax and VAT requirements), in such form as Customer specifies from time to time.
- 6.4 Subject to Condition 6.3, and unless a longer payment term is agreed, Customer shall pay the price of the Goods or Services within 3 months and 7 Business Days from the end of the month in which delivery of the Goods was made/the Services were performed or after receipt by the Customer of a correctly submitted invoice (whichever is the later) subject to any shorter payment terms which are mandatory under applicable legislation, in which case the maximum payment terms provided for under such legislation shall apply.
- 6.5 If any sums are due to Customer from Supplier, then Customer shall be entitled to exercise the right to set-off such sums against any payments due to Supplier from Customer under or in relation to the Contract or any other contract.

7. Warranties and Quality

- 7.1 Supplier warrants and represents to Customer that the Goods and their packaging and labelling shall:
- (a) be accompanied with accurate, complete and comprehensible instructions (in English language) for the treatment, assembly, use and/or storage of the Goods;
 - (b) conform to the Specification and with any instructions of Customer, and shall otherwise meet the requirements of the Order and this Contract;
 - (c) be of satisfactory quality, safe, free from defects in materials and workmanship, fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
 - (d) comply with all relevant law and industry codes;
 - (e) conform strictly as to quality, quantity and description with any samples provided by Supplier; and
 - (f) comply with the Policies.
- 7.2 Supplier warrants and represents to Customer that the Services shall:
- (a) be performed strictly in accordance with the Order, the Specification and all relevant law and industry codes and comply with any other requirements which Customer notifies Supplier of, including without limitation, Policies relating to Customer's site where the Services are to be performed; and
 - (b) be performed by appropriately qualified and trained personnel with the highest level of care and skill and to such high standard of quality as it is reasonable for Customer to expect from an experienced provider of services of the size, type, scope and complexity of the Services and any such personnel shall be deemed at all times to be in the employment of Supplier and if working on Customer's site shall comply with all applicable site rules.

8. Breach of Conditions

- 8.1 In the event that Supplier breaches any terms of the Contract (including a failure or delay in delivery) or Customer terminates the Contract in accordance with Condition 14 then, whether or not the Goods and/or Services have been accepted, Customer may, without prejudice to any other right or remedy Customer may have (contractual or otherwise):
- (a) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used, and refuse to accept any subsequent delivery of the Goods and/or performance of the Services; and/or
 - (b) recover from Supplier any additional expenditure reasonably incurred by Customer in obtaining substitute goods and/or services from another supplier; and/or
 - (c) require Supplier at its sole cost to replace or repair the Goods or perform the Services (as applicable) as is necessary within 7 days so that the Goods and/or Services conform to the Contract, Order and Specification; and/or
 - (d) withhold payment of the price of the Goods and/or Services until requirements of the Contract, Order or any Specification are entirely fulfilled; and/or
 - (e) require repayment of any part of the price of the Goods and/or Services which Customer has paid.

- 8.2 If Customer exercises any right under these Conditions Customer may at its absolute discretion require Supplier to collect the relevant Goods forthwith or return the Goods to Supplier at Supplier's cost.

9. Product Recall

- 9.1 Supplier shall supply to Customer in writing on receipt of an Order a contact name and telephone details of a person who is competent to deal with any crisis which affects Customer, including product recall and will be available 24 hours a day, every day of the year.
- 9.2 Supplier shall immediately notify Customer in writing providing all relevant details if it discovers that there is:
- (a) any defect in the Goods which have been delivered to Customer at any time;
 - (b) any error or omission in the instructions for the use and/or assembly of the Goods; which causes or may cause any risk of death, injury, damage to property or loss of reputation, or
 - (c) any reason to believe that any Goods are not in compliance with applicable legislation.
- 9.3 Customer may withdraw or recall any Goods or any other products into which the Goods have been incorporated or products that have been manufactured using the Goods already sold by Customer to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by Supplier at Customer's option) if Customer believes, after consultation with Supplier, but in its absolute discretion that the Goods may for whatever reason, be not in accordance with legislation, injurious to health or unfit for human consumption or where the continued sale of the recalled Goods would be inconsistent with the principles and standards applicable to good food production or would cause loss of reputation to Customer or any of its brands.

10. Indemnity

Supplier will indemnify, keep indemnified and hold harmless Customer in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Customer incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of Supplier's obligations under the Contract and or as a result of any recall or withdrawal of the Goods in accordance with Condition 9.3 which is initiated due to any failure by Supplier to comply with its obligations under these Conditions, or due to any other defects in the Goods.

11. Insurance

Supplier shall at its own cost, effect and keep in place with reputable insurer, appropriate insurance to cover all risks and liabilities that may arise under the Contract.

12. Confidentiality

- 12.1 Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract, unless Supplier can show such confidential information is in, or has become part of, the public domain (other than as a result of a breach of the obligations of confidentiality under these Conditions); was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 12.2 Supplier shall not make any announcement or otherwise publicize the existence of or disclose to any person the provisions of the Contract without the prior written consent of Customer.

13. Intellectual Property

- 13.1 All materials including any Specifications supplied by Customer, and any copies made of the same, shall be the property of Customer, and shall only be used for the purposes of this Contract, and shall be returned by Supplier immediately on request to Customer at Supplier's sole risk and cost.
- 13.2 All Intellectual Property Rights created or acquired during or as a result of any work carried out by Supplier under or in pursuance of the Contract, shall, from the date of their creation or acquisition by Supplier, belong exclusively to Customer.
- 13.3 Supplier shall grant or procure the grant of a license or sub- license to Customer at no extra cost, of any Intellectual Property Rights which Supplier does not own, incorporated or utilized in any work done by Supplier for Customer in pursuance of the Contract sufficient to enable Customer to make full use of the results of such work and to repair, update or maintain the work in which such results are incorporated.
- 13.4 Supplier hereby agrees at its own cost, to promptly do all such acts or deeds, or execute all such documents as may be required by Customer to give effect to the provisions and intentions of this Condition 13.

14. Termination

- 14.1 Customer may terminate the Contract immediately by giving notice to that effect, if Supplier:
- (a) commits a breach of the Contract which cannot be remedied;
 - (b) commits a breach of the Contract which can be remedied, but fails to remedy such breach within a reasonable period not to exceed 30 days of written notice setting out the breach and requiring it to be remedied;
 - (c) ceases (or threatens to cease) to trade, goes into liquidation or, being an individual, bankruptcy (or has a petition for its winding up or bankruptcy presented or passes a company resolution for its winding up), goes into administration (or is subject to an administration application), has a receiver appointed over some or all its assets or proposes an arrangement or compromise with people to whom it owes money, or is subject to any similar circumstance as may apply; or

(d) undergoes a change of Control.

14.2 Customer is entitled to terminate this Contract for convenience with not less than 30 calendar days written notice to the Supplier, without any penalty, liability or further obligation, other than as set forth in this section 14. Upon receipt of notice of termination, Supplier will take immediate steps to bring work to a close in a prompt and orderly manner and to use its best efforts to mitigate Cost. Customer will reimburse Supplier for the cost of goods or services ordered by Supplier in the ordinary course of business in performance under this Contract for which Supplier is legally obligated to pay ("Cost"). Supplier will provide Customer with appropriate documentation of such Cost. Supplier will provide Customer with any work product resulting from Supplier's performance under this Contract and will provide Customer with any Intellectual Property Rights in accordance with Section 13.

14.3 Following expiry or termination of the Contract:

- each party shall keep any accrued rights, obligations or liabilities that it has, including but not limited to those under Conditions 10, 11 and 12; and
- Supplier shall immediately return to Customer (or if Customer so requests by notice in writing, destroy) all of Customer's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information.

15. Anti-Bribery and Supplier Guiding Principles

15.1 Supplier and any of its affiliates involved in performing the Contract agree to comply with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 and the laws of any other applicable jurisdiction.

15.2 In connection with the Contract, neither Supplier nor any of its affiliates has or will authorize, offer, promise or give a bribe including anything of value:

- To any person employed by or acting on behalf of a government, a government-controlled entity, a public international organization, a political party, a candidate for political office or any other public official (each, a "Government Official") with the intention of (i) influencing official action or (ii) obtaining or retaining business or a business advantage for the Customer.
- To any person (whether or not a Government Official) to (i) induce that person to perform improperly any function or to reward the improper performance of any function, or believing or knowing that the receipt of the thing of value by that person would itself amount to improper performance of any function or (ii) obtain or retain business or a business advantage for Customer.

15.3 Supplier will comply with the Kraft Heinz Supplier Guiding Principles, which are published at:

https://www.kraftheinzcompany.com/ethics_and_compliance/supplier-guiding-principles.html (as such Principles may be updated from time to time by posting changes on the site) in performing under the Contract.

16. Data Protection

Each party agrees that in performing their obligations under the Contract, they shall comply with the provisions of all applicable Data Protection Legislation to the extent that it applies to each of them.

17. Assignment, Sub-Contracting and Third Party Rights

Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of Customer.

18. Child Labor and Forced Labor

This clause shall be governed by the Supplier Guiding Principles https://www.kraftheinzcompany.com/ethics_and_compliance/supplier-guiding-principles.html (as such Principles may be updated from time to time by posting changes on the site).

19. Force Majeure

19.1. Acts of God, fires, floods, weather, epidemics, war, or other cause(s), in each case that are beyond the reasonable control of a party, not reasonably foreseeable, not caused by acts or omissions of the party affected and that could not have been avoided through a work-around plan, which prevent Supplier from providing or procuring the Goods/Services, Customer from receiving or using Goods/Services or any resulting work product or either party from performing under this Contract ("Force Majeure Event"), will suspend the affected party's respective obligations under this Contract during the period required to remove such Force Majeure Event.

19.2. The affected party will promptly notify the other party of the Force Majeure Event and its cause. If the affected party is Supplier and the period of the Force Majeure Event lasts longer than fifteen (15) calendar days then Customer is entitled, at any time thereafter, while such Force Majeure Event continues, to terminate this Contract without any penalty, liability or further obligation therefore, immediately upon notice to the Supplier, or purchase the Goods/Services from other suppliers in which case the obligations, of Customer and Supplier under this Contract, if any will be reduced accordingly.

20. General

20.1. Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property, in respect of any sums owed by Customer to Supplier under the Contract or otherwise.

20.2. Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

20.3. A delay in exercising or failure to exercise a right or remedy under or in connection with this Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right

or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it.

- 20.4. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 20.5. Unless otherwise agreed in writing by the parties, this Contract shall prevail over any other terms of business or purchase conditions put forward by the parties.
- 20.6. The Contract (and any non-contractual obligations arising out of or in connection with it) and any dispute or claim arising out of, relating to or in connection with the same shall be governed by, and construed in accordance with, the laws of England and Wales. All disputes and claims arising out of, relating to or in connection with this Contract shall in the first instance be subject to the exclusive jurisdiction of the courts of England.
- 20.7. Any notice or other communication required to be given to a party under or in connection with this Contract shall:
- (a) be in writing and shall be (i) delivered to or left at (but not, in either case, by post) that party's address or (ii) sent by pre-paid first- class post or other next working day postal delivery service, at its registered office (if a company) or (in any other case) its principal place of business; and
 - (b) be deemed to have been received (i) if delivered to or left at that party's address at the time the notice or communication is delivered to or left at that party's address, or (ii) otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery.