

**THE KRAFT HEINZ COMPANY  
LIMITED TERMS AND CONDITIONS FOR THE  
PURCHASE OF GOODS AND SERVICES**

**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 Kraft Heinz and Supplier;

**"Agreement"** any agreement between Kraft Heinz and Supplier for the purchase of Goods and/or Services;

**"Change of Control"** will occur in respect of the Supplier where control of the Supplier is obtained (whether directly or indirectly) by any person (either alone or together with persons acting in concert with it) who did not at the date of the Agreement hold control (whether directly or indirectly) of the Supplier. For this purpose, "control" means the power to direct the management and policies of an entity whether through ownership of voting capital, contract or otherwise and "acting in concert" means acting together pursuant to an agreement or understanding (whether formal or informal);

**"Data Protection Legislation"** all privacy laws applicable to the Agreement – including GDPR – 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 Kraft Heinz;

**"GDPR"** means the General Data Protection Regulation (EU) 2016/679;

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

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

**"Kraft Heinz"** means the Kraft Heinz group company that entered into the Agreement;

**"Kraft Heinz Affiliate"** means any subsidiary or holding company of The Kraft Heinz Company;

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

**"Policies"** the policies, instructions and guidelines of Kraft Heinz in place from time to time;

**"Services"** the services which Supplier is to provide to Kraft Heinz pursuant to the Order;

**"Specification"** Kraft Heinz' 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 Agreement Formation and Incorporation**

2.1 The Agreement 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 clause 2.3, each Order is an offer made by Kraft Heinz to Supplier and the Agreement is formed when Kraft Heinz' 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 Kraft Heinz' official order form and is signed by an authorised representative on behalf of Kraft Heinz, unless otherwise agreed in writing by Kraft Heinz, or the Order is made via Kraft Heinz' electronic ordering system.

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

**3 Delivery of Goods and Services**

3.1 Delivery of the Goods shall take place strictly in accordance with Kraft Heinz' delivery instructions whether given in the Order or separately, and which Kraft Heinz 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 2010) (Kraft Heinz' 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 Agreement and all agreed time frames will be deemed critical. Kraft Heinz shall be under no obligation to accept delivery of the Goods before the specified delivery time.

3.3 Kraft Heinz 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. Kraft Heinz shall not be obliged to return to Supplier any packaging materials for the Goods.

3.5 If any Incoterm 2010 specified in the Order conflicts with any other Condition, such Incoterm 2010 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 licences, 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 Kraft Heinz. The time of performance of the Services is of the essence of the Agreement and all agreed time frames will be deemed critical.

#### **4 Acceptance of Goods and Services**

4.1 No inspection or testing by Kraft Heinz 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 Kraft Heinz 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 Kraft Heinz (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 Kraft Heinz will not be deemed to have accepted the performance of the Services as completed until Kraft Heinz provide Supplier with formal acknowledgment in writing to that effect.

#### **5 Title and Risk**

5.1 Title to and risk in the Goods shall pass to Kraft Heinz on delivery in accordance with the Agreement, provided that if Kraft Heinz pays for the Goods prior to delivery, title to the Goods shall pass to Kraft Heinz 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 Agreement are exclusive of VAT and any other applicable tax or duty payable upon such sums.

6.3 Supplier may only invoice Kraft Heinz 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 in such form as Kraft Heinz specifies from time to time.

6.4 Subject to clause 6.3, and unless a longer payment term is agreed, Kraft Heinz 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 Kraft Heinz 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 Kraft Heinz from Supplier, then Kraft Heinz shall be entitled to exercise the right to set-off such sums against any payments due to Supplier from Kraft Heinz under or in relation to the Agreement or any other contract.

#### **7 Warranties and Quality**

7.1 Supplier warrants and represents to Kraft Heinz 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 Kraft Heinz, and shall otherwise meet the requirements of the Order and this Agreement;
- (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 Agreement);
- (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 Kraft Heinz 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 Kraft Heinz notifies Supplier of, including without limitation, Policies relating to Kraft Heinz' site where the Services

are to be performed;

(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 Kraft Heinz 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 Kraft Heinz'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 Agreement (including a failure or delay in delivery) or Kraft Heinz terminates the Agreement in accordance with clause 14 then, whether or not the Goods and/or Services have been accepted, Kraft Heinz may, without prejudice to any other right or remedy Kraft Heinz 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 Kraft Heinz 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 Agreement, Order and Specification; and/or

(d) withhold payment of the price of the Goods and/or Services until requirements of the Agreement, 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 Kraft Heinz has paid.

8.2 If Kraft Heinz exercises any right under these Conditions Kraft Heinz 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 Kraft Heinz 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 Kraft Heinz, including product recall and will be available 24 hours a day, every day of the year.

9.2 Supplier shall immediately notify Kraft Heinz in writing providing all relevant details if it discovers that there is:

(a) any defect in the Goods which have been delivered to Kraft Heinz 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 Kraft Heinz 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 Kraft Heinz to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by Supplier at Kraft Heinz's option) if Kraft Heinz believes 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 Kraft Heinz or any of its brands.

## **10 Indemnity**

10.1 Supplier will indemnify, keep indemnified and hold harmless Kraft Heinz, its customers, employees, sub-contractors and agents in full 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 Kraft Heinz 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 Agreement and or as a result of any recall or withdrawal of the Goods in accordance with clause 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. For the avoidance of doubt, the indemnity under this clause 10 shall include any liability of Kraft Heinz due to any failure of Supplier to comply with the UK Bribery Act 2010 and any equivalent legislation in other jurisdictions ("**Anti-Bribery Legislation**")

## **11 Insurance**

11.1 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 Agreement.

## **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 Agreement and shall not use nor disclose the same save for the purposes of the proper performance of the Agreement, 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 publicise the existence of or disclose to any person the provisions of the Agreement without the prior written consent of Kraft Heinz.

### **13 Intellectual Property**

13.1 All materials including any Specifications supplied by Kraft Heinz, and any copies made of the same, shall be the property of Kraft Heinz, and shall only be used for the purposes of this Agreement, and shall be returned by Supplier immediately on request to Kraft Heinz at Supplier's sole risk and cost.

13.2 Any and all Intellectual Property Rights created or developed or acquired in the course of or as a result of any work carried out by Supplier and / or its sub-contractors under or in pursuance of the Agreement, shall, from the date of their creation or development or acquisition by Supplier and / or its sub-contractors, belong exclusively, in perpetuity, throughout the world, to Kraft Heinz. The Supplier will assign or procure the assignment with full title guarantee to Kraft Heinz of all such Intellectual Property Rights.

13.3 Without prejudice to the other provisions of this clause 13, the Supplier shall grant or procure the grant of a licence or sub-licence to Kraft Heinz at no extra cost, of any Intellectual Property Rights which Supplier does not own, incorporated or utilised in any work done or Goods or Services supplied by Supplier for Kraft Heinz in pursuance of the Agreement sufficient to enable Kraft Heinz (without infringing any third party's Intellectual Property Rights and without paying any royalty or payment) to make full use of the results of such work or such Goods or Services 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 Kraft Heinz to give effect to the provisions and intentions of this clause 13.

13.5 Supplier waives all its moral rights arising from any copyright in the Goods or Services insofar as it is lawful to do so.

### **14 Termination**

14.1 Subject to applicable law, in addition to any other rights Kraft Heinz has based on this Agreement or based on the applicable law, Kraft Heinz may terminate the Agreement by giving between 0 – 90 days' notice in writing to that effect, if Supplier:

(a) commits a breach of the Agreement which in Kraft Heinz' reasonable opinion cannot be remedied;

(b) commits a breach of the Agreement which, in Kraft Heinz' reasonable opinion is capable of being remedied but fails to remedy such breach within a reasonable period as specified by Kraft Heinz in writing not to

exceed 30 days and setting out the breach and requiring it to be remedied;

(c) any step or proceeding is taken (i) for the appointment of an administrator, liquidator, provisional liquidator, administrative receiver, receiver, trustee in bankruptcy or other similar officer in relation to the Supplier or over any or all of the Supplier's assets or undertaking, (ii) with a view to seeking a moratorium or a voluntary arrangement in relation to the Supplier, (iii) to enforce any legal process or execution against any of the assets of the Supplier or (iv) by any creditor of the Supplier to enforce its security; or

(d) undergoes a Change of Control.

14.2 Kraft Heinz may terminate the Contract, in whole or in part, at any time with thirty (30) days' written notice.

14.3 Subject to clause 14.4, the Supplier may terminate this Agreement by giving not less than 30 days' written notice to that effect to Kraft Heinz if Kraft Heinz fails to make any payment due to the Supplier under this Agreement within a period of 30 days from the Supplier giving written notice specifying that such payment is overdue.

14.4 The right of termination set out clause 14.2 will not arise in respect of any failure to make payment of any sum to the extent that such sum is and remains the subject of a bona fide dispute.

14.5 Following expiry or termination of the Agreement:

(a) 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

(b) Supplier shall immediately return to Kraft Heinz (or if Kraft Heinz so requests by notice in writing, destroy) all of Kraft Heinz' 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 shall at all times comply with all Anti-Bribery Legislation and will not do anything and procure that any of Supplier's employees, agents or sub-contractors will not do anything that would cause, or risk causing, Kraft Heinz to commit an offence under such Anti-Bribery Legislation.

15.2 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](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 Agreement.

### **16 Data Protection**

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

16.2 Both Kraft Heinz and the Supplier will at all times fully comply with each of their obligations under the GDPR including obligations arising in connection with processing of Personal Data provided or obtained by each of them in connection with or arising from the Agreement. This Clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

16.3 Where the Supplier provides any Personal Data to Kraft Heinz it will ensure that it is authorised to do so and that it has obtained such permissions as may be required for Kraft Heinz to process that Personal Data as required for and in connection with the purposes for which the Personal Data was obtained.

16.4 The Supplier expressly acknowledges and agrees that Personal Data connected with the Agreement may be transferred to countries outside the European Economic Area. The Supplier therefore confirms that it will fully comply with its obligations in respect of such transfers where they occur and shall ensure that Personal Data it provides to Kraft Heinz is capable of being so transferred (subject to Kraft Heinz's own responsibilities where the transfer is made by Kraft Heinz).

16.5 The Supplier will notify its relevant employees of Kraft Heinz' rights under clause 16.1.

16.6 Where and to the extent that the Supplier delegates any processing of Personal Data to a third party (regardless of whether or not such delegation is permitted by or notified to Kraft Heinz) the Supplier shall remain fully liable for all acts, errors and omissions in connection with that processing as though they were the Supplier's own acts, errors or omissions.

## **17 Assignment, Sub-Contracting and Third Party Rights**

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

17.2 Any Kraft Heinz Affiliate may enforce any provisions of the Agreement on its own behalf or on behalf of any other Kraft Heinz Affiliate. Kraft Heinz may assign, novate delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to any Kraft Heinz Affiliate at any time without the prior written consent of Supplier. No other person who is not a party to these Conditions (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right to enforce any term of these Conditions.

## **18 General**

18.1 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 Kraft Heinz to Supplier under the Agreement or otherwise.

18.2 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.

18.3 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement 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.

18.4 If any term of the Agreement 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 Agreement and this will not affect the remainder of the Agreement which will continue in full force and effect.

18.5 Any notice or other communication required to be given to a party under or in connection with this Agreement 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.

## **19 Law and Jurisdiction**

19.1 The Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including (without limitation) in relation to any non-contractual obligations arising out of or in connection with it) provided that any party may seek specific performance, interim or final injunctive relief or any other relief of a similar nature or effect in any court of competent jurisdiction.

19.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) 1980 shall not apply.