

1. CONTRACT

- 1.1 These terms and conditions will apply to this purchase order (PO) and together with the PO will constitute a binding agreement between Kraft Heinz and Supplier (Contract).
- 1.2 Where Kraft Heinz and Supplier have a pre-existing written agreement in respect of the subject matter of the PO, the terms of that agreement will prevail.
- 1.3 Subject to clause 1.2 and any warranties implied by law, the Contract contains the entire agreement between the parties in respect of its subject matter and supersedes all prior discussions, negotiations, understandings and agreements.
- 1.4 If Supplier purports to unilaterally impose upon Kraft Heinz or incorporate into the Contract any additional or varied terms by any means whatsoever, such terms will be void. Any variation to the Contract must be in writing and signed by both parties.

2. SUPPLY OF GOODS AND/OR SERVICES

- 2.1 Supplier will supply the Goods and/or Services to Kraft Heinz as an independent contractor on a non-exclusive basis, in accordance with the requirements of the PO and subject to this Contract.
- 2.2 Supplier will perform its obligations under the Contract:
- with due care and skill;
 - to the standard reasonably expected of an experienced and competent provider of goods and services in the nature of the Goods and Services; and
 - in compliance with all applicable laws and regulations.
- 2.3 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.
- 2.4 Kraft Heinz is under no obligation to make any further orders from Supplier or to purchase a minimum amount of Goods or Services.
- 2.5 Before Supplier delivers the Goods or Services, Kraft Heinz may request changes. If such changes affect Supplier's ability to perform the Contract, the parties will in good faith negotiate an amendment.
- 2.6 Supplier will ensure its employees and contractors comply with Kraft Heinz's workplace safety policy and any other safety and security requirements and instructions provided by Kraft Heinz when on any of Kraft Heinz's premises or using any of Kraft Heinz's equipment.

3. PRICE, INVOICING & PAYMENT

- 3.1 The price of the Goods and Services supplied by Supplier to Kraft Heinz pursuant to the Contract is the price or prices specified in the PO (Price).
- 3.2 Supplier will invoice Kraft Heinz within seven (7) days of delivery of the Goods and/or Services.
- 3.3 All invoices must quote the purchase order number in respect of those Goods and/or Services as specified on the PO.
- 3.4 Kraft Heinz will pay all undisputed invoices within the period specified on the PO, or if no period is specified, within three (3) months and seven (7) working days from the end of the month in which an invoice complying with this clause 3 is issued.
- 3.5 If any invoice issued by Supplier is in genuine dispute, Kraft Heinz may without penalty withhold payment of that invoice until the dispute is resolved.
- 3.6 All expenses incurred by Supplier in relation to performing and observing its obligations under the Contract will be borne solely by Supplier. Supplier must not incur expenses in the name of Kraft Heinz unless otherwise specified in the PO.
- 3.7 Payment by Kraft Heinz does not constitute:
- evidence of the value of the Goods or Services;
 - an admission of liability by Kraft Heinz; or
 - approval by Kraft Heinz of Supplier's performance or compliance with the Contract,
- but may be taken as payment on account.
- 3.8 If any amount is due from Supplier to Kraft Heinz, Kraft Heinz may set-off such amount against amounts due from Kraft Heinz to Supplier in relation to the Contract or any other agreement.

4. DELIVERY

- 4.1 Goods will be deemed to be sold to Kraft Heinz Free into Store (F.I.S.), unless otherwise specified on the PO or in a pre-existing agreement.
- 4.2 Delivery of an order F.I.S. will be completed when the delivery of the Goods is accepted and signed for by an authorised Kraft Heinz officer. Delivery may be effected to Kraft Heinz at Kraft Heinz's election by one or more shipments.
- 4.3 Any additional or special requirements by Kraft Heinz as to delivery of the Goods will be specified on the PO and are deemed to be a condition of the Contract. Delivery must be made no later than the date specified in the PO (time being of the essence). If delivery is not made in this time and in strict compliance with all the terms, conditions and other requirements of the PO, the PO may be cancelled, in whole or in part, by Kraft Heinz at Kraft Heinz's election.

5. TITLE & RISK

- 5.1 Title in the Goods will pass to Kraft Heinz from Supplier upon full payment of the Price or upon delivery, whichever occurs first.

- 5.2 Risk in the Goods will pass to Kraft Heinz on delivery of the Goods (although title in the Goods may have passed earlier to Kraft Heinz).

6. RIGHT TO INSPECT

- 6.1 Kraft Heinz reserves the right to inspect the Goods either during and/or after manufacture but before dispatch from Supplier's premises. Any such inspection in no way implies acceptance of such Goods by Kraft Heinz, or otherwise affects Kraft Heinz's rights in respect of the Goods.

7. SHIPPING DOCUMENTS

- 7.1 On an order F.I.S., Kraft Heinz will accept "received for shipment" and "container" bills of lading (including air consignment notes, air waybills and other documents customarily accepted for the delivery of the Goods) to the order of Kraft Heinz or its agents with acceptance by an authorised purchasing officer of Kraft Heinz.

8. IMPORT & EXPORT LICENCES

- 8.1 Where an import or export licence, a foreign exchange control authorisation or similar authorisation is required for the performance of the Contract, and it cannot be obtained in time to effect timely delivery as stated on the PO or within a reasonable time thereafter:
- the Contract will be voidable at the option of either party upon written notice to the other party; and
 - Kraft Heinz will be entitled to delay performance of its obligations under the Contract until it is obtained.
- 8.2 Where Kraft Heinz is to receive Goods specifically manufactured for Kraft Heinz by Supplier, then Supplier must immediately notify Kraft Heinz of the grant of, or of any absolute or qualified refusal to grant, a requisite import licence or authorisation.

9. PACKING & MARKING

- 9.1 Unless otherwise stated in the PO, charges for packing and marking are included in the Price. The form and manner of such packing must be as directed by Kraft Heinz. Special requirements of Kraft Heinz will be notified to Supplier in sufficient time to enable completion of the Contract in the mode and at the time stipulated.

10. WARRANTIES

- 10.1 Supplier warrants and represents to Kraft Heinz that Supplier:
- has the right to supply the Goods to Kraft Heinz free from all encumbrances and that Kraft Heinz will be entitled to enjoy quiet possession of the Goods;
 - complies with all applicable local and international laws, regulations and standards, including but not limited to, those relating to supplying the Goods and/or Services;
 - has and will comply with all regulatory licences, permits and approvals necessary for Supplier to supply the Goods and/or Services; and
 - has enough reasonably qualified and experienced staff to perform its obligations under the Contract.
- 10.2 Supplier warrants and represents to Kraft Heinz that the Goods and/or Services:
- comply with all applicable local and international laws and regulations, including in relation to food and hygiene standards and any warranties implied by law;
 - are new, of merchantable quality and fit for the purpose for which they are intended;
 - are free from defects in material and workmanship, and to the extent the Goods are foodstuffs or for use by Kraft Heinz as raw materials or ingredients, the Goods are fit for human consumption and free from adulteration or foreign materials;
 - do not contain and are not made from any process or equipment that uses any Conflict Minerals;
 - comply with any written specifications and/or requirements supplied by Kraft Heinz;
 - correspond with any reference sample provided by Supplier; and
 - do not infringe the intellectual property rights of any third party.

11. REJECTION OF GOODS OR SERVICES

- 11.1 If any Goods or Services fail to conform with any aspect of the PO or the warranties and representations given by Supplier under the Contract, Kraft Heinz may at its option:
- reject the Goods or Services by notice to Supplier;
 - withhold payment until the failure has been remedied;
 - attempt, at the risk and expense of Supplier, to rectify any or all deficiencies in the Goods or Services;
 - require Supplier to provide replacement Goods or Services at no cost to Kraft Heinz; and/or
 - require Supplier to repay any amounts paid by Kraft Heinz for the rejected Goods or Services.
- 11.2 Upon rejection of Goods, Supplier must, at its sole expense, immediately remove the Goods from Kraft Heinz's premises, failing which Kraft Heinz may, at Supplier's sole risk and expense return the Goods to Supplier or, where the Goods are not in a suitable condition to be returned (in the opinion of Kraft Heinz reasonably held), have them destroyed at Supplier's expense.

12. INDEMNITY

- 12.1 Supplier indemnifies Kraft Heinz and its officers, employees, agents and Affiliates against all liability, loss, damages and costs (including legal costs on a full indemnity basis) suffered or incurred by them arising out of or in connection with:
- (a) any breach (including breach of warranty) by Supplier of the Contract;
 - (b) any breach by Supplier of any law or regulation;
 - (c) any defect or non-compliance of the Goods or Services supplied;
 - (d) any delay in supply, manufacture or delivery, or any non-performance of the PO in any other respect;
 - (e) any wilful, fraudulent, illegal, wrongful, negligent or reckless act or omission of Supplier or its employees, Affiliates, contractors or agents; and
 - (f) any claim that the Goods or Services (or Kraft Heinz's use of the Goods or Services in accordance with directions or instructions from Supplier):
 - (i) caused personal injury or death to any person;
 - (ii) caused loss or damage to any property; or
 - (iii) infringe the intellectual property rights of any third party.

13. ANTI-CORRUPTION

- 13.1 Supplier must, and must ensure that its employees, agents, Affiliates and contractors involved in Supplier's performance of the Contract:
- (a) comply at all times with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Hong Kong Prevention of Bribery Ordinance (CAP. 201);
 - (b) refrain from offering or giving any undue advantage to foreign public officials; and
 - (c) refrain from requesting or accepting undue benefits from foreign public officials.
- 13.2 Supplier must, upon request from Kraft Heinz, certify in writing that it has complied with the obligations in this clause.

14. AUDIT

- 14.1 Kraft Heinz may upon reasonable notice audit Supplier's records and facilities in order to evaluate Supplier's:
- (a) quality and food protection procedures, including compliance with any applicable Kraft Heinz quality specifications or manuals; or
 - (b) compliance with clause 2.3, 10.2(d), or 13.

15. INSURANCE

- 15.1 Unless otherwise specified by Kraft Heinz, Supplier must have in place:
- (a) professional indemnity insurance for a minimum amount of \$5 million for each occurrence;
 - (b) public and product liability insurance for a minimum amount of \$10 million for each occurrence; and
 - (c) workers' compensation insurance if required by law.
- 15.2 Supplier must provide Kraft Heinz upon request satisfactory evidence of its current insurances upon reasonable notice.

16. FORCE MAJEURE

- 16.1 A party will not be liable for delay or failure to perform its obligations under the Contract (except any obligation to pay money) due to and for the period of an event that is not reasonably foreseeable and not caused by or under the control of that party including natural disasters, armed conflicts and labour strikes (**Force Majeure**), provided that it:
- (a) notifies the other party in writing of the event within and its expected duration, as soon as reasonably practicable; and
 - (b) uses reasonable efforts to minimise the effects of the event.
- 16.2 A party may immediately terminate the Contract or cancel the PO by giving notice to the other party if the other party is delayed or prevented from performing its obligations under the Contract due to Force Majeure for a period of more than thirty (30) days.

17. ASSIGNMENT & SUBCONTRACTING

- 17.1 Supplier must not assign its rights or subcontract the performance of any of its obligations under the Contract to any third party (including sub-suppliers) without the prior written approval of Kraft Heinz.
- 17.2 Any subcontract entered into by Supplier will not:
- (a) relieve Supplier from its obligations under the Contract; or
 - (b) create or impose any obligations or liability on Kraft Heinz.
- 17.3 Supplier will be liable to Kraft Heinz for the acts and omissions of subcontractors and their employees, officers, agents and consultants, as if they were acts or omissions of Supplier.

18. CONFIDENTIALITY

- 18.1 The existence of the Contract, and all information disclosed by either party for the purposes of providing Goods or Services under the Contract must be treated as confidential, and must not be disclosed to any third parties (other than an Affiliate) without the discloser's written consent unless such disclosure is permitted or required by law.

19. KRAFT HEINZ'S PROPRIETARY RIGHTS

- 19.1 All reports, correspondence, drawings, plans, computations, specifications, formulations, recipes or similar materials prepared or made by Kraft Heinz for any purpose in connection with the Contract or any PO remain the property and confidential information of Kraft Heinz, and must not be disclosed, copied or used without Kraft Heinz's prior written consent.

- 19.2 Unless otherwise specified in the PO or agreed in writing, dies, tools, film work, artwork and moulds manufactured or acquired by Kraft Heinz remain the property of Kraft Heinz. Supplier must return them to Kraft Heinz when requested to do so by Kraft Heinz. Kraft Heinz will not be liable for damage or loss suffered by Supplier as a result of Supplier's use of such dies, tools, film work, artwork or moulds.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 Unless otherwise specified in the PO or agreed in writing, and except for pre-existing intellectual property rights owned by or licensed to Supplier prior to entering into the Contract:
- (a) as between Kraft Heinz and Supplier, Kraft Heinz will own all intellectual property rights in the Goods and/or Services; and
 - (b) to the extent that Supplier holds any intellectual property rights in the Goods or Services, Supplier hereby assigns to Kraft Heinz all such intellectual property rights effective upon creation.
- 20.2 To the extent that any intellectual property rights are not assigned to Kraft Heinz under clause 20.1(b) for any reason, Supplier grants to Kraft Heinz a worldwide, perpetual, royalty-free, transferable, irrevocable licence to use any such intellectual property rights in connection with the Goods and/or Services for any purpose.

21. GOODS AND SERVICES TAX (GST)

- 21.1 Unless otherwise stated in the PO, all prices for the Goods and Services are exclusive of GST.
- 21.2 Supplier must issue to Kraft Heinz a tax invoice, and agrees to do anything else which may be reasonably required to enable or assist Kraft Heinz to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under the Contract.
- 21.3 Where an amount is payable by Supplier pursuant to an indemnity or warranty under the Contract (**Indemnity Amount**), and Kraft Heinz is liable for GST on the Indemnity Amount, Supplier must pay to Kraft Heinz, in addition to the Indemnity Amount, at the same time and on the same basis as the Indemnity Amount, an amount which will place Kraft Heinz in the same position in relation to the Indemnity Amount as if the GST had not been payable on it.

22. INTERPRETATION & DEFINITIONS

- 22.1 A reference to the singular includes the plural and vice versa.
- 22.2 The following definitions apply:
- (a) **Affiliate** means:
 - (i) a holding company (direct or indirect) of a party; or
 - (ii) a subsidiary (direct or indirect) of a party; or
 - (iii) a subsidiary (direct or indirect) of a holding company (direct or indirect) of a party;
 - (b) **Conflict Minerals** means any gold, tantalum, tin or tungsten originating from the Democratic Republic of Congo or adjoining countries;
 - (c) **Goods** means the goods, materials or substances described in the PO to be supplied by Supplier to Kraft Heinz.
 - (d) **Kraft Heinz** means the Kraft Heinz entity which placed the PO.
 - (e) **Services** means the services described in the PO to be supplied by Supplier to Kraft Heinz.
 - (f) **Supplier** means the person, firm, company or other entity with which the PO is placed.

23. DISPUTE RESOLUTION

- 23.1 In the event of a dispute or disagreement between the parties in connection with the PO or the Contract:
- (a) the party claiming that a dispute has arisen will issue a notice to the other party setting out of the nature of the dispute;
 - (b) the parties' respective contract managers will meet to resolve the dispute by negotiation; and
 - (c) if the parties are unable to resolve the dispute within two (2) months of the dispute notice under paragraph (a), the parties may have recourse to litigation and other dispute resolution processes.

24. JURISDICTION

- 24.1 The Contract is governed by the laws of Hong Kong, and the parties submit to the non-exclusive jurisdiction of those courts.

25. GENERAL LEGAL TERMS

- 25.1 The invalidity or unenforceability of any provision of the Contract does not affect the validity of any other provisions.
- 25.2 Rights and obligations of a party are cumulative to and in addition to the rights and obligations otherwise existing at law or in equity.
- 25.3 Any notice, approval or consent provided or required under the Contract must be in writing, and is deemed to take effect from the time it is received unless a later time is specified in the notice.
- 25.4 A party must not rely on the words or conduct (including delay) of the other party as a waiver of any right arising under or in connection with the Contract unless the waiver is in writing and signed by the party granting the waiver.
- 25.5 Nothing in this contract, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this purchase order. The Contracts (Rights of Third Parties) Ordinance (CAP. 623) shall not apply.
- 25.6 Without limiting the clauses which by their nature survive expiry or termination, clauses 10, 12, 13, 15, 18, 19, 20, 21, 23, 24 and 25 survive termination or expiry of the Contract.