

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. Any express and implied terms, conditions, statements or warranties, statutory or otherwise, not stated are excluded.
- 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:
- (a) with due care and skill;
 - (b) to the standard reasonably expected of an experienced and competent provider of goods and services in the nature of the Goods and Services; and
 - (c) 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. However, for suppliers that are subject to the Subcontracting Act, the date of payment will be established in compliance with the Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors.
- 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:
- (a) evidence of the value of the Goods or Services;
 - (b) an admission of liability by Kraft Heinz; or
 - (c) 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 despatch 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:
- (a) the Contract will be voidable at the option of either party upon written notice to the other party; and
 - (b) 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:
- (a) 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;
 - (b) has and will comply with all regulatory licences, permits and approvals necessary for Supplier to supply the Goods and/or Services;
 - (c) has enough reasonably qualified and experienced staff to perform its obligations under the Contract; and
 - (d) Supplier and its officers, parent company or any other entity controlling its operation is not, and will not be, an organized crime group, an organized crime group member or quasi-member, a business associated with organized crime groups, or any other entity similar to the above.
- 10.2 Supplier warrants and represents to Kraft Heinz that the Goods and/or Services:
- (a) comply with all applicable laws and regulations, including in relation to food and hygiene standards and any warranties implied by law;
 - (b) comply with any written specifications and/or requirements supplied by Kraft Heinz; and
 - (c) 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;
 - (c) 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 Subject to clauses 12.2, 12.3 and 12.4, 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:
- any breach (including breach of warranty) by Supplier of the Contract;
 - any breach by Supplier of any law or regulation;
 - any defect or non-compliance of the Goods or Services supplied;
 - any delay in supply, manufacture or delivery, or any non-performance of the PO in any other respect;
 - any wilful, fraudulent, illegal, wrongful, negligent or reckless act or omission of Supplier or its employees, Affiliates, contractors or agents; and
 - 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):
 - caused personal injury or death to any person;
 - caused loss or damage to any property; or
 - infringe the intellectual property rights of any third party.
- 12.2 Supplier represents and warrants that any and all surveys, advice, statements, forecasts, recommendations and/or any other information (the "Information") contained in any proposal, report, research paper, letter or any other deliverables produced by Supplier for Kraft Heinz under the Contract ("Report") are made in good faith and on the basis of the information available to Supplier at the time or information provided by the Kraft Heinz. Kraft Heinz acknowledges and agrees that any decision to act or not act on any Information is for Kraft Heinz to make and Kraft Heinz bears any and all risks from use or reliance on any Information. Further, Supplier makes no warranty, term or condition express or implied, as to the adequacy or fitness for any particular purpose of any Information. Except as specifically provided in the Contract, all warranties, conditions and other terms implied by statute, common law, trade custom or practice are excluded to the fullest extent permitted by law. For the avoidance of doubt, any graphs and figures used in any Report in no way represent projections of anticipated or expected performance of any matter.
- 12.3 Supplier shall not be liable to Kraft Heinz in contract, tort (including negligence) or otherwise for the following losses arising out of, or in connection with, the Contract: (a) indirect or consequential loss or damage; or (b) (whether they arise directly or indirectly) loss of business, revenue, opportunity, profits or goodwill. KRAFT HEINZ HEREBY WAIVES ALL CLAIMS AGAINST SUPPLIER, ITS OFFICERS, EMPLOYEES, AND AGENTS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOST BUSINESS, REVENUE, OPPORTUNITIES, PROFITS, GOODWILL, AND DATA AND DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THE CONTRACT, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT INCLUDING WITHOUT LIMITATION, NEGLIGENCE, EXCEPT AS OTHERWISE SPECIFICALLY PERMITTED UNDER THE CONTRACT. The total liability of Supplier in relation to the Contract shall not in any circumstances exceed an amount equivalent to the greater of the total amount of fees due to Supplier by Kraft Heinz in the contract year in which such liability arises and the amount recoverable by Supplier (if any) under its insurance policies in respect of such loss or liability. Nothing in the Contract shall exclude or limit Supplier's liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability to Kraft Heinz for death or personal injury caused by its negligence or for fraud. Nothing in the Contract shall exclude Supplier's liability for its wilful default which comprises a substantial and deliberate failure to carry out its primary contractual obligations under the Contract without cause.
- 12.4 Clauses 12.2 and 12.3 do not apply to violations by Supplier of clause 10.2(c), clause 18 or clause 19.1.

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:
- comply at all times with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010;
 - refrain from offering or giving any undue advantage to foreign public officials; and
 - 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:
- quality and food protection procedures, including compliance with any applicable Kraft Heinz quality specifications or manuals; or
 - compliance with clause 2.3 or 13.

15. INSURANCE

- 15.1 Unless otherwise specified by Kraft Heinz, Supplier must have in place:
- professional indemnity insurance for a minimum amount of JPY 500 million for each occurrence; and
 - public and product liability insurance for a minimum amount of JPY 1 billion for each occurrence;
 - 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:
- notifies the other party in writing of the event within and its expected duration, as soon as reasonably practicable; and
 - 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:
- relieve Supplier from its obligations under the Contract; or
 - 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 Supplier shall ensure that all materials created or developed by or on behalf of Supplier in the course of providing the Services to Kraft Heinz, including designs, artwork, drawings, software, photographs, inventions, trademarks, logos and literary works, but excluding Supplier's Background Materials (**Project Materials**):
- (a) are the original work of Supplier and its subcontractors; and
 - (b) do not infringe the intellectual property rights of any third party.
- 20.2 The parties agree and acknowledge that:
- (a) each party retains ownership of all intellectual property rights in all materials created or developed by or on behalf of that party prior to the date of the PO (**Background Materials**);
 - (b) Kraft Heinz shall own all intellectual property rights in the Project Materials.
- 20.3 To give full effect to clause 20.2(b):
- (a) Supplier assigns to Kraft Heinz all its intellectual property rights in the Project Materials effective upon creation; and
 - (b) to the extent any of Supplier's employees or contractors holds any intellectual property rights in the Project Materials, Supplier shall upon request by Kraft Heinz procure that each such person executes a deed of assignment in a form acceptable to Kraft Heinz to assign all such intellectual property rights to Kraft Heinz at no charge.
- 20.4 To the extent any of the intellectual property rights in the Project Materials are incapable of assignment under clause 20.3, Supplier grants to Kraft Heinz a worldwide, perpetual, royalty-free, transferable, irrevocable license to use the Project Materials for any purpose.
- 20.5 To the extent that any individual has any moral rights in the Project Materials, Supplier shall procure that the individual provides written consent for Kraft Heinz and its licensees to do any act or omission that would otherwise infringe such moral rights.
- 20.6 Subject to clause 18, Supplier shall be entitled to use without permission all information and data contained within the Project Materials for any purpose that is not detrimental to Kraft Heinz's purpose in obtaining the Services.

21. CONSUMPTION TAX

- 21.1 Unless otherwise stated in the PO, all prices for the Goods and Services are exclusive of consumption tax.
- 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 consumption tax 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 consumption tax 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 consumption tax 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 Japan; and the Parties submit to the exclusive jurisdiction of the Tokyo District Court over any and all disputes arising hereunder.

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 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.