

THE KRAFT HEINZ TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1 Definitions and Interpretations

1.1 In these Conditions (hereinafter referred to as the “**Conditions**”), unless the context otherwise requires, the following words and expressions will have the following meanings:

“**Anti-Bribery Legislation**” includes anti-corruption laws such as the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and any equivalent legislation in other jurisdictions.

“**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. In case the Conditions are not signed by the Supplier, delivery of the Goods by the Supplier to the Customer confirms that the Supplier noted and agreed upon the present Conditions;

“**Contract**” agreement between Customer and Supplier for the purchase of Goods and/or Services including the terms of the present Conditions, Order, Specification (if any) and any other arrangements between the Parties on the scope of the Contract;

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

“**Customer**” means the entity on the face of the Order or other member of the Kraft Heinz Group;

“**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.

“**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;

“**Supplier**” the person, firm or company to whom the Order is addressed and

“**Tooling**” means any instruments, machinery, equipment or other devices owned by the Customer and provided to the Supplier to fulfil obligation under any Contract with the Customer.

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 sent by the Customer via registered mail, courier or e-mail to the addresses of the Supplier provided by the Supplier to the Customer and is signed by an authorised 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 authorised 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 2010) (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 or after the specified delivery time.

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

3.4 Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach their destination, to be loaded and unloaded and further stored 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 2010 specified in the Contract (including the Order or Specification) conflicts with any other Condition, conditions specified in the Contract 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 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, however the Supplier continues to bear all risks related to the Goods and all duties and responsibilities in relation to the Goods in particular towards the third parties and the Customer.

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, except for duties borne by the Supplier in accordance with Incoterm 2010 applied for the delivery.

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 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 60 days from the end of the month in which (whichever is the later): (a) delivery of the Goods was made/the Services were performed or (b) after receipt by Customer of a correctly submitted invoice and necessary documents accompanying Goods – 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. If by any reason the off-set is not possible (legal requirements, no outstanding amounts for set-off, etc.) the Supplier shall pay the corresponding Customer's invoice within 3 (three) business days, unless otherwise was agreed by the Parties.

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;
- (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 15 then, whether or not the Goods and/or Services have been accepted, 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; and/or
- (f) require compensation of any losses incurred by the Customer or third parties, in particular lost profit.

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 or the legislation of the country of destination of the Goods.

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 Tooling

10.1 All Tooling shall be and remain solely the Customer's property and shall not be used by the Supplier for any purpose other than the performance of its obligations under any Contract with the Customer. The Supplier shall not dispose of the Tooling without the Customer's prior written permission and shall return at the Supplier's sole risk and cost of the Tooling to the Customer as the Customer requires.

10.2 The Supplier shall:

- (a) whilst not in use keep Tooling separate and readily identifiable as the Customer's property;
- (b) at its own expense keep Tooling insured for full replacement value against all usual risks and apply proceeds of such insurance for replacement of Tooling;
- (c) store safely, treat with due care and keep in good condition (fair wear and tear exempted) all Tooling;
- (d) not charge by way of security for any indebtedness nor, without the Customer's prior written consent, sell dispose of or destroy Tooling; and
- (e) at its own expense make good or replace all Tooling damaged or lost due to its own negligence.

11 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. For the avoidance of doubt, the indemnity under this Condition 11 shall also include any liability of Customer due to any failure of Supplier or any of its affiliated companies or persons involved in performing the Contracts to comply with Anti-Bribery Legislation.

12 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. The Supplier shall provide the Customer with the respective evidence of insurance coverage within the shortest time as might be requested by the Customer.

13 Confidentiality

13.1 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.

13.2 Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of Customer. Any mentioning of the name of the Customer among clients of the Supplier shall be done with a prior written approval of the Customer.

13.3 Supplier shall reimburse all losses incurred by the Customer or third parties due to breach of this Condition 13 in accordance with provisions of Condition 8 hereto.

14 Intellectual Property

14.1 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.

14.2 Any and all Intellectual Property Rights created or acquired in the course of 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.

14.3 Supplier shall grant or procure the grant of a licence or sub-licence to Customer at no extra cost, of any Intellectual Property Rights which Supplier does not own, incorporated or utilised 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.

14.4 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 14.

15 Termination

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 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 of 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.

15.2 Following expiry or termination of the Contract:

- (a) each party shall keep any accrued rights, obligations or liabilities that it has, including but not limited to those under Conditions 10, 11, 12, 13 and 14; and
- (b) 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.

16 Anti-Bribery

Supplier and any of its affiliated companies or persons involved in performing the Contracts shall at all times comply with all Anti-Bribery Legislation and will not do anything and procure that any of Supplier's affiliated companies, persons involved in performing the Contracts, employees, agents or sub-contractors will not do anything that would cause, or risk causing, Customer to commit an offence under such Anti-Bribery Legislation.

17 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.

18 Assignment, Sub-Contracting and Third Party Rights

18.1 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.

18.2 Customer may assign, novate, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any member of the Kraft Heinz Group and to third parties at the Customer's discretion at any time without the prior written consent of Supplier.

19 General

19.1 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.

19.2 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 (as such Principles may be updated from time to time by posting changes on the site) in performing under the Contract.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

20 Law and Jurisdiction

20.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) 1980 shall not apply.

20.2 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration by one or more arbitrators appointed in accordance with the said Rules.

- (a) The place of the Arbitration procedures shall be London England;
- (b) The language of the Arbitration procedure shall be English;
- (c) The number of arbitrators shall be three.

Each party shall choose one arbitrator and the two first chosen shall choose the third. In case the arbitrators of each party cannot reach an agreement with respect to the appointment of the third arbitrator, the third arbitrator shall be appointed by the Arbitration Commission of the London Court of International Arbitration.