



STANDARD TERMS AND CONDITIONS OF PURCHASE – UNITED STATES

These Standard Terms and Conditions of Purchase are incorporated into and made a part of the Purchase Order (“**PO**”) or the Service Order or other order (“**Order**”) by and between the entity identified as supplier, vendor, manufacturer, distributor, seller or other similar designation on the PO or Order (“**Supplier**”) and Kraft Heinz Foods Company (or the affiliate specified on the PO or Order) (“**Kraft Heinz**”). The term “**party**” herein refers to either Kraft Heinz or Supplier, and the term “**parties**” herein refers to both Kraft Heinz and Supplier.

Kraft Heinz agrees to purchase and Supplier agrees to sell the products, goods, materials, ingredients, parts, items, or equipment (“**Products**”) and/or perform the services (“**Services**”) specified on the PO or Order. Supplier accepts the PO or Order by informing Kraft Heinz of its acceptance, beginning to perform under it, or otherwise taking any action that would constitute acceptance under applicable Laws.

1. PO/Order Structure; Entire Agreement; Amendment. The PO or Order consists of: these Standard Terms and Conditions of Purchase; the provisions on the cover page of the PO or Order containing the link to these Standard Terms and Conditions of Purchase (also referred to herein as the “**face**” of the PO or Order); any exhibits or attachments to such PO or Order; and any documents incorporated by reference herein or therein. The PO or Order constitutes the entire agreement between the parties with respect to the Products and/or Services ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements, with respect to the subject matter thereof. Kraft Heinz rejects any and all additional, different, or inconsistent terms or conditions contained in or incorporated into any quotations, acknowledgements, invoices or any other business document or form (electronic or otherwise) that Supplier provides to solicit the PO or Order from Kraft Heinz or sends in response to the PO or Order. No amendment, deletion, supplement or change to the PO or Order by Supplier will be binding unless in a written document signed by both Kraft Heinz and Supplier. Notwithstanding the foregoing, if an agreement is in effect between Kraft Heinz (or its affiliate) and Supplier with respect to the Products and/or Services being ordered under the PO or Order, the terms of that agreement will apply with respect to the sale and purchase of Products and/or the performance of Services under such PO or Order, and these Standard Terms and Conditions of Purchase will not apply. When Kraft Heinz submits an Order to

Supplier, Kraft Heinz will also generate one or more corresponding POs for such Order to allow for payment.

2. Prices and Payment. Supplier will sell Products and/or Services to Kraft Heinz at the price stated in the PO or Order, which Supplier agrees will not be higher than the price Supplier charges similar customers for similar volumes. The price includes all costs to be charged to Kraft Heinz, unless Kraft Heinz agrees in advance in writing to reimburse Supplier for specific out-of-pocket costs, in which case Supplier will list such costs on the invoice without mark-up after any discount or rebate and provide copies of original receipts if any such costs exceed US\$25, or otherwise upon Kraft Heinz’s request.

Supplier will invoice Kraft Heinz for Products only after Supplier has delivered them, and for Services only after Supplier has completely performed them. Each invoice must include the applicable Kraft Heinz PO number and such other information Kraft Heinz reasonably requests. All Supplier invoices must be submitted electronically through an account with such third-party ecommerce platform as may be designated by Kraft Heinz from time to time. All paper-based invoices will be rejected by Kraft Heinz at its sole discretion.

Unless otherwise specified on the face of the PO or Order, payment terms are 120 days from Kraft Heinz’s receipt of acceptable Products and/or Services or a correct invoice, whichever is later. Supplier shall authorize Kraft Heinz to send Automated Clearinghouse (ACH) credits directly to Supplier’s specified bank account. All payments made by Kraft Heinz will be sent to Supplier via an ACH transaction. Kraft Heinz has no obligation to pay invoices Kraft Heinz receives for Products or Services more than 6 months after they are delivered or performed. Kraft Heinz may withhold disputed amounts under the PO or Order until the dispute is resolved, and Kraft Heinz may offset any amounts Supplier, or its affiliates, owe Kraft Heinz.

3. Warranties, Representations, and Covenants. Supplier represents and warrants that all Products and their packaging will: (a) strictly comply with Kraft Heinz’s specifications (or Supplier specifications that Kraft Heinz has approved if no Kraft Heinz specifications are to be provided); (b) be of new material, good quality and workmanship, and free from defects; (c) not impart any unintended flavor, odor, or color to any Kraft Heinz finished goods (whether from the Products delivered or their



packaging); (d) be fit for the use intended by Kraft Heinz (including fit for human consumption where such is intended); (e) conform to all samples approved by Kraft Heinz; (f) be provided to Kraft Heinz with good title, free and clear of any liens and encumbrances; (g) be produced at a facility approved in advance by Kraft Heinz; (h) not, to Supplier's knowledge, cause exposure to any chemical determined under the California Safe Drinking Water and Toxic Enforcement Act of 1986 and its regulations and amendments (commonly known as Prop 65) to cause cancer or reproductive toxicity; (i) not infringe, nor will Kraft Heinz's use of them infringe, the intellectual property rights of any third party; and (k) strictly comply with any other warranty, representation and/or covenant that Supplier has expressly extended to Kraft Heinz regarding the Products or Services.

Supplier will comply with applicable Kraft Heinz Supplier Quality Expectations Manuals, security guidelines and other guidelines that Kraft Heinz broadly requires its suppliers to meet, which are incorporated herein by reference (including ingredient-specific and external manufacturing requirements). Supplier acknowledges receiving the manuals and specifications, which are made a part of the PO or Order. Such manuals and specifications may be changed by Kraft Heinz upon notice to Supplier, and Supplier must comply with any changed manuals and specifications within 30 days of receiving notice. Supplier will inform Kraft Heinz immediately (and provide any relevant information and documentation) if Supplier learns of any potential quality, safety or labeling problem with Products or any potential violation of Supplier's obligations in the PO or Order.

Supplier represents and warrants Services provided under the PO or Order (a) will be performed diligently and in a professional and workmanlike manner in accordance with the provisions of the PO or Order, industry standards, and applicable specifications and (b) will not infringe, nor will Kraft Heinz's use of them infringe, the intellectual property rights of any third party. Supplier will not create or permit any liens or third-party security interests affecting the Services or any deliverables provided in connection with the Services, Kraft Heinz, or any materials or equipment Kraft Heinz provides for the Services. Additionally, Supplier must comply with any and all of Kraft Heinz's policies relating to the premises where Services are to be performed and must take all reasonable steps to ensure that Services are provided in a manner that does not restrict or prevent Kraft Heinz from carrying on its business and that minimizes disruptions.

Supplier hereby assigns to Kraft Heinz any warranties related to Products and/or Services, or if Supplier cannot assign them, Supplier agrees to make claims under them on Kraft Heinz's behalf at the request of Kraft Heinz. Supplier will ensure that its employees, contractors, subcontractors, and agents comply with the PO or Order and, when at a Kraft Heinz premises, the safety and security requirements of Kraft Heinz.

4. Compliance with Law. Supplier will comply with all laws, statutes, ordinances, orders, codes, regulations, rules, regulations, directives, and orders of any federal, state, local, municipal or foreign governmental entity or agency ("**Laws**") applicable to Supplier's performance of its obligations under the PO or Order, including, without limitation, the production, manufacturing, packaging, storage, shipment, and sale of the Products or the provision of Services.

Supplier represents and warrants that all foods (or substances provided for use in or for foods) comprising each shipment or other delivery made to (or on the order of) Kraft Heinz will not, as of the date of such shipment and delivery: (i) be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act of 1938, as amended (the "**FFDCA**") and the U.S. Federal Fair Packaging and Labeling Act of 1966, as amended (together with the FFDCA, the "**Federal Acts**"), or any other food or drug Laws under which the adulteration and misbranding provisions are substantially the same as those found in the Federal Acts; or (ii) be or contain an article that may not be introduced into interstate commerce under the FFDCA. Upon the request of Kraft Heinz, Supplier will sign pure food guarantees provided by Kraft Heinz which are generally consistent with the FFDCA.

Supplier further represents and warrants that Supplier and its employees, officers, directors, contractors, subcontractors, agents, and other representatives will comply with all applicable anti-corruption Laws (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and the Canada Corruption of Foreign Public Officials Act) and Supplier further represents and warrants that neither Supplier, nor any of its employees, officers, directors, contractors, subcontractors, agents, or other representatives, have made any payments in connection with the PO or Order which could violate any applicable anti-corruption Laws.

Supplier expressly warrants that it is selling or furnishing the Products and/or Services in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations, and orders issued pursuant thereto, and all other federal and state occupational safety and health Laws, the provisions of which are substantially the

same as those found in such Act or administered by any state pursuant to that Act. Supplier will furnish Kraft Heinz with a Material Safety Data Sheet with each shipment, delivery, or provision of a hazardous chemical or hazardous material to Kraft Heinz in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor and any and all state and local hazard communication, right-to-know, and similar and related Laws.

If standard practice of Supplier or requested by Kraft Heinz, Supplier will certify, at the time of delivery or invoicing, that Products sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended to the date of certification, and all applicable United States Department of Labor rules, regulations, or guidelines thereunder.

5. Materials and Other Resources. Unless Kraft Heinz provides Supplier with materials, equipment, or tooling in connection with the PO or Order, Supplier, at its sole cost and expense, will obtain all necessary materials, equipment, tooling, ingredients, personnel, and supplies to perform its obligations under the PO or Order. Kraft Heinz may direct Supplier to purchase materials from certain suppliers and Supplier will do so unless it would cause Supplier to breach its existing contracts. Supplier will only use such materials to perform under the PO or Order and will pass through to Kraft Heinz any rebates or other savings Supplier receives as a result. If Kraft Heinz provides Supplier with any materials, equipment or tooling in connection with the PO or Order: (i) they are provided "AS IS", (ii) they will remain Kraft Heinz property, (iii) Supplier will maintain them in good condition (normal wear and tear excepted), (iv) Supplier will ensure they remain free of any liens or security interests, (v) Supplier will only use them in connection with the PO or Order, and (vi) Supplier will return them to Kraft Heinz in good condition (normal wear and tear excepted) or otherwise dispose of them as Kraft Heinz directs. Using materials, equipment, or tooling provided by Kraft Heinz or using a supplier directed by Kraft Heinz will not relieve Supplier of any of its obligations under the PO or Order or shift any liability from Supplier to Kraft Heinz.

6. Changes and Cancellations; Suspension. Before Supplier delivers Products or performs Services, Kraft Heinz may request changes. If Kraft Heinz or Supplier can demonstrate that such change will impact Supplier's ability to timely deliver Products or perform Services, Kraft Heinz and Supplier will negotiate an equitable adjustment to the delivery schedule for such Products or the

performance schedule for such Services, as applicable. Kraft Heinz may cancel the PO or Order with respect to any Products not yet delivered or Services not yet performed by notifying Supplier (unless otherwise specified on the face of the PO or Order). After Kraft Heinz notifies Supplier, Supplier will take all reasonable steps to minimize costs due to Kraft Heinz's cancellation. As Supplier's exclusive remedy for cancellation, Kraft Heinz will pay Supplier for Supplier's unavoidable costs incurred before receiving notice of cancellation (less any savings realized from Kraft Heinz's cancellation or related mitigation efforts) that Supplier can document to Kraft Heinz's reasonable satisfaction.

Kraft Heinz may suspend the PO or Order immediately on notice to Supplier if Kraft Heinz reasonably believes that Supplier's action or omission causes a health, security, or safety concern, or results (or will likely result) in a recall or market withdrawal of Kraft Heinz finished goods. Kraft Heinz may suspend such PO or Order until such time as Kraft Heinz is satisfied that the action, omission, or breach has been adequately remedied.

7. Shipping and Delivery. Time is of the essence with respect to Supplier's obligations under the PO or Order. All Products will be delivered and Services performed on weekdays during Kraft Heinz normal business hours, unless otherwise stated on the PO or Order.

All Products will ship F.C.A. Kraft Heinz's designated delivery location, unless otherwise stated on the PO or Order. Supplier must properly package Products for shipment and properly label all units with Supplier's name, description of Products, PO or Order number and any other identifying information Kraft Heinz requires. Supplier will provide accurate and complete information on all shipping and customs documents, including a description of the Products, country of origin and manufacture, currency, and delivery terms. Except as the PO or Order otherwise expressly provides, title to and risk of loss on Products will pass to Kraft Heinz at the f.o.b. point designated on the face of the PO or Order.

8. Non-Compliant and Defective Products or Services. If any quantity of Products is defective, fails to comply with any of the warranties, representations, and covenants set forth in Section 3, or does not conform to samples, descriptions, specifications or other requirements of the PO or Order, Kraft Heinz may, at its option and without prejudice to any other right and remedy available at law or in equity, reject all of such quantity, accept all of such quantity, or accept any commercial unit or units of such quantity and reject the rest. Supplier will reimburse Kraft Heinz in full for

the quantity of Products rejected within 30 days of notice of rejection, and/or upon Kraft Heinz's request and at Supplier's sole expense, replace or satisfactorily repair the quantity of Products rejected by Kraft Heinz within 10 days of notice of rejection. Supplier will assume any and all costs of transportation and handling both ways for rejected Products and any other related expenses, including incremental storage and handling costs, with title and risk of loss passing to Supplier at Kraft Heinz's location, unless Kraft Heinz otherwise specifies at the time of return. Supplier will, at its own expense, dispose of rejected Products in accordance with Kraft Heinz's direction.

If any of the Services are defective, fail to comply with any of the warranties, representations, and covenants set forth in Section 3, or do not conform to specifications or other requirements of the PO or Order, Kraft Heinz may, at its option and without prejudice to any other right or remedy available at law or in equity, reject all or any part of such Services. Supplier will, at Kraft Heinz's option, re-perform such Services at no additional cost or provide a refund to Kraft Heinz in the amount of the price paid for the Services.

9. Indemnification. Supplier will indemnify, defend and hold harmless Kraft Heinz, its affiliates, and their respective employees, officers, directors and agents from and against all losses, damages, liabilities, settlements, judgments, demands, fines, penalties, awards, costs and expenses (including reasonable attorney's fees and court costs) arising from any claims, actions, suits, demands, or proceedings (whether or not involving a third-party) arising out of or in connection with the performance of the PO or Order, any breach of Supplier's warranties, representations, covenants or other obligations or duties contained in the PO or Order or any breach or violation of any other obligation or duty under applicable Law, negligent acts or omissions, or willful misconduct relating to the PO or Order by Supplier, its employees, officers, directors, contractors, subcontractors or agents.

10. Insurance. During the term of the PO or Order and for one year thereafter, Supplier will, at its own expense, maintain the insurance coverage types and amounts specified below:

(a) Workers' Compensation Insurance – Statutory;

(b) Employer's Liability Insurance in an amount not less than: US\$500,000 – Each Accident, US\$500,000 – Disease Policy Limit, US\$500,000 – Disease Each Employee;

Commercial General Liability Insurance (including Contractual Liability, Products/Completed Operations, and Personal Injury coverages) – minimum limits of liability of US\$5,000,000 for any one occurrence and US\$5,000,000 in the aggregate;

(c) Automobile Liability Insurance covering owned, non-owned, rented, and hired vehicles – minimum combined single limit of US\$2,000,000 for each accident for bodily injury and property damage (Note: if no vehicle is used for the provision of Products and/or Services under the PO or Order, this coverage requirement can be waived);

(d) *If Supplier is a professional (e.g., auditor, consultant, designer, engineer, software developer, etc.)* Professional Liability Insurance covering liability for damages caused by an error, omission, or negligent act in the provision of the Products and/or the performance of Services minimum limits of liability of US\$5,000,000 per claim and US\$5,000,000 in the aggregate; and

(e) *If Supplier has access to personally identifiable information,* Network Security & Privacy Liability Insurance with minimum limits of liability of US\$5,000,000 per claim and US\$5,000,000 in the aggregate, which includes recovery for costs incurred to respond to theft, loss, unauthorized disclosure, wrongful collection of or access to information, and all resulting damages, including fines and penalties imposed.

Supplier must obtain the required insurance from insurers that (i) are licensed to do business in the locations in which Supplier's obligations hereunder are fulfilled and (ii) have a rating of at least "A-" with a financial size category of at least VII from the AM Best rating service or its equivalent. Supplier will ensure that Kraft Heinz is named as an additional insured on a primary, non-contributory basis and that Supplier insurance carriers waive rights of subrogation against Kraft Heinz's insurance. Supplier may use primary plus umbrella coverage to satisfy the required limits. Supplier will cause its insurers or authorized representatives to issue certificates of insurance evidencing that the coverages and policy endorsements required under the PO or Order are maintained and that not less than 30 days' written notice will be given to Kraft Heinz prior to any cancellation, material change, or non-renewal of the policies.

11. Dispute Resolution and Governing Law.

The Laws applying to contracts made and fully performed in the State of Illinois will govern the PO or Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the PO or Order. If Kraft Heinz and Supplier cannot resolve a dispute regarding

the PO through good faith negotiation, any legal action or proceeding arising out of or relating to the PO or Order will be brought exclusively in the U.S. District Court for the Northern District of Illinois (unless that court does not have jurisdiction over the action or proceeding, in which case the action or proceeding will be brought exclusively in state court in Cook County, Illinois), and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in any action or proceeding. The parties waive their right to a jury trial in any action or proceeding arising out of or related to the PO or Order.

12. Force Majeure Events. If either party is unable to perform its obligations under the PO or Order due to any act of God, fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, or any other cause beyond its reasonable control ("**Force Majeure Event**"), that party will promptly notify the other party in writing, its performance under the PO or Order will be temporarily excused. The affected party will make reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable. If the inability to perform continues for more than 20 days, the other party may cancel the PO or Order immediately, without costs or penalty, by giving written notice to the affected party. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at Supplier's facility are not a Force Majeure Event.

13. Audit Rights. At any time until the expiration of one year after the final payment under the PO or Order, Kraft Heinz may audit Supplier records and inspect Supplier's facilities related to the PO or Order in order to: (i) evaluate Supplier's quality and food protection procedures and compliance with applicable specifications and manuals ("**Quality Audit**"), (ii) evaluate Supplier's compliance with the Kraft Heinz Supplier Guiding Principles as referenced in Section 24 below ("**SGP Audit**"), and (iii) verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to the PO or Order ("**Financial Audit**"). Audits may be conducted by Kraft Heinz or third-party auditors, as determined by Kraft Heinz, and Supplier will not request that any auditor sign an additional agreement in order to conduct the audit. Kraft Heinz may also require that Supplier complete a questionnaire either in lieu of or in advance of an audit or that Supplier register with and submit information to a third-party that Kraft Heinz has selected to manage audit information. For SGP Audits and Quality Audits, Kraft Heinz will bear its own internal costs, and Supplier will bear its own internal costs and all other audit costs (including those of any third-party auditor). For Financial

Audits, Kraft Heinz will bear its own internal costs and the cost of the auditors, unless Kraft Heinz discovers any deficiency or non-compliance as to the PO or Order, in which case Supplier will promptly pay any overcharges and reimburse Kraft Heinz's reasonable audit costs. In the event of a finding of deficiency or non-compliance, in addition to any other right or remedy of Kraft Heinz, Supplier will promptly take all corrective action that Kraft Heinz reasonably requires and Kraft Heinz or its representative may audit Supplier's facilities or records as often as reasonably necessary to verify correction. Kraft Heinz may suspend performance under the PO or Order until any deficiency or non-compliance is corrected, in addition to other remedies Kraft Heinz may have. If Supplier refuses any audit, Kraft Heinz can withhold payment.

14. Confidential Information and Data Protection. Supplier acknowledges that in the provision of Products or Services, Kraft Heinz may provide, or Supplier may otherwise obtain or see, non-public information, materials, or data that Kraft Heinz considers proprietary and/or confidential ("**Confidential Information**"). Supplier will maintain all Confidential Information that it has seen or received or will in the future see or receive in the strictest confidence, and Supplier will not use Confidential Information or other information provided by Kraft Heinz, except as necessary to perform its obligations under the PO or Order. Supplier agrees to only disclose Confidential Information to its employees or agents as and to the extent necessary to enable Supplier to perform under the PO or Order. Supplier will inform each of its employees and agents that have access to such Confidential Information of the obligations under this Section and Supplier will obtain the agreement of each such employee or agent to comply with the provisions of this Section. Supplier will be responsible for any breach of this Section by any employee, agent, or representative. Kraft Heinz owns the Confidential Information and Supplier must return or destroy it (including all copies thereof) if requested by Kraft Heinz. Except as provided with respect to an audit in accordance with Section 13 above (in which case only the technical information identified in writing and which Kraft Heinz needs to know will be disclosed) or upon Kraft Heinz's prior written consent, Supplier agrees and acknowledges that it will not provide to Kraft Heinz any Supplier or third-party confidential technical information.

Supplier acknowledges and agrees that any data or information accessed on any Kraft Heinz system or on any third-party system on behalf of Kraft Heinz and/or hosted, processed, or collected on behalf of Kraft Heinz for the purposes of the PO or Order (collectively

“**Kraft Heinz Data**”) will be (and remain) the property of Kraft Heinz. Supplier acquires no rights or interests in Kraft Heinz Data. Supplier will use commercially reasonable measures in accordance with industry security policies, standards and procedures, applicable laws, and the sensitivity of the Kraft Heinz Data to ensure its confidentiality, integrity, and availability. Supplier will ensure that all Kraft Heinz Data is preserved in a manner that prevents inappropriate disclosure, is retained only for as long as reasonably required, and is responsibly disposed of or destroyed in a manner that prevents content recovery when no longer needed to perform any obligations under the PO or Order. Upon Kraft Heinz’s request, an authorized officer of Supplier will certify in writing that all forms of Kraft Heinz Data in the possession of Supplier, its employees, contractors, subcontractors, and agents have been destroyed. In the event of any unauthorized access to Kraft Heinz Data while in the possession of Supplier, its employees, contractors, subcontractors, or agents, Supplier will promptly (and in any event no later than seventy-two (72) hours after discovery) advise Kraft Heinz in writing and take action at its own expense to comply with applicable laws with respect to data breaches (including any actions Kraft Heinz reasonably requests).

15. Custom Work. If Supplier creates, produces, or develops tangible or intangible work product or deliverables for Kraft Heinz under the PO or Order, makes modifications to the specifications or any process related to Products and/or Services specifically for Kraft Heinz, or makes modifications to Confidential Information or intellectual property of Kraft Heinz (“**Custom Work**”), Kraft Heinz owns such Custom Work. Supplier hereby assigns all rights, title and interest in the Custom Work to Kraft Heinz and represents and warrants that: (a) the Custom Work was developed through Supplier’s sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Supplier has no other arrangements that would interfere with assigning all of Supplier’s interest in the Custom Work to Kraft Heinz.

16. Taxes. Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by applicable Laws. If Supplier is required to charge tax (e.g., state sales tax) or if Kraft Heinz is required to withhold tax, then the party required to remit such tax to a governmental authority having responsibility for assessment or collection of such tax will give the other party the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate). Any taxes charged to Kraft Heinz must be separately stated

on the applicable invoice.

Kraft Heinz may delay payment under the PO or Order if Supplier fails to comply with any written request to provide information or take other actions reasonably necessary for Kraft Heinz to satisfy tax reporting obligations, imposed on, or with respect to, payments made pursuant to or in connection with the PO or Order.

17. Assignment and Subcontracting. Supplier will not assign, delegate, subcontract, or otherwise transfer the PO or Order (or any portion of the PO or Order) or any of its rights or obligations under the PO or Order, without Kraft Heinz’s prior written consent. Any attempted assignment, delegation, or transfer by Supplier without Kraft Heinz’s prior written consent will be invalid. Supplier will ensure that all material terms of the PO or Order pertaining to the subcontracting of the manufacture and/or supply of any Products or performance of Services are incorporated into any subcontract. Any permitted subcontracting will not relieve Supplier of any of its duties, obligations, responsibilities and/or liabilities under the PO or Order.

Kraft Heinz may freely assign all or any portion of the PO or Order without Supplier’s consent and will not be liable for any obligations under the PO or Order that arise after the assignment. Any successors or permitted assigns will be bound by the terms and conditions of the PO or Order.

18. No Third-Party Beneficiaries. Except as set out in Section 9 above, the PO or Order gives no rights or benefits to anyone other than Kraft Heinz and Supplier and their respective successors and assigns. There are no other third-party beneficiaries under the PO or Order.

19. Non-Exclusivity; Aggregation. Unless otherwise stated on the face of the PO or Order, the PO or Order is not exclusive, and either party is free to enter into similar agreements with any other party. Purchases under the PO or Order and any other POs/Orders with Supplier will be aggregated for purposes of calculating any volume discounts or rebates.

20. Independent Contractor. The PO or Order does not create a partnership, joint venture, employment relationship, or other similar relationship between the parties and any of their respective employees. Each party is an independent contractor to the other party, has no authority to bind the other party, and is solely responsible for its respective employees, directors, officers, contractors, subcontractors, and agents.

21. **Severability.** If any part of the PO or Order cannot legally be enforced, then Kraft Heinz and Supplier agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the intent as expressed in the PO or Order.

22. **Waiver.** No waiver by Kraft Heinz of any breach of a provision of the PO or Order will be deemed to constitute a waiver of any other breach of such provision or any other provision of the PO or Order. Any waiver by Kraft Heinz must be in writing.

23. **Survival.** The completion or cancellation of the PO or Order will not affect any rights and obligations which by their nature should continue to survive.

24. **Supplier Guiding Principles.** 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 PO or Order.

25. **Federal Contractor Responsibilities.** Kraft Heinz must comply with certain legal provisions because it has contracts with the U.S. government. **To the extent applicable and if Supplier is not exempt, Supplier will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. To the extent applicable and if Supplier is not exempt, Supplier also agrees to comply with the regulations set forth in 41 C.F.R. Parts 60-1 through 60-60 (women and minorities); 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741 (individuals with disabilities); 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-300 (covered veterans); the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A; FAR 52.203-13 & 15 (code of business ethics and conduct); 52.219-8 (utilization of small business concerns); 52.222-50 (combatting trafficking in persons); 52.226-6 (promoting excess food

donations to nonprofit organizations); and 52.247-64 (preference for privately owned U.S. flag commercial vessels). Kraft Heinz may modify these requirements at any time as reasonably required by changes in U.S. Laws.

26. **Personnel Criteria.** Supplier will not assign any person to perform work under the PO or Order unless he or she: (a) is qualified to perform all of the essential functions of the assigned duties for the provision of Products and/or Services under the PO or Order (subject to any duty to accommodate under applicable Laws); (b) is legally entitled to work in the country in which he or she is employed; and (c) has either worked for Supplier for at least one year prior to assignment or meets Supplier's standard criminal background check requirements (subject to restrictions imposed by applicable Laws). Supplier will cooperate with Kraft Heinz's reasonable efforts to assess Supplier's compliance with this provision and, upon request by Kraft Heinz, Supplier will certify its compliance with the foregoing.

27. **Drug Free Workplace.** Supplier will have and enforce a zero-tolerance policy for use of illegal drugs in the workplace with respect to any person involved with the provision of Products and/or Services under the PO or Order (subject to restrictions imposed by applicable Laws). Supplier will cooperate with Kraft-Heinz's reasonable efforts to assess Supplier's compliance with this provision and, upon request by Kraft Heinz, Supplier will certify its compliance with the foregoing.

28. **Employing Minority Vendors.** Supplier will use commercially reasonable efforts to engage vendors and subcontractors qualified by the National Minority Supplier Development Council, Women's Business Enterprise National Council, or any similar certifying state/local agencies in providing Products and/or Services to Kraft Heinz. Upon the request of Kraft Heinz or its designee, Supplier will provide information to Kraft Heinz identifying such qualified parties and the amount Supplier paid to them.

Kraft Heinz may report these payments in the amounts Kraft Heinz reports as paid to qualified minority contractors (in which case Supplier will not include such payments in its reports).

29. **Cumulative Remedies.** The rights and remedies of Kraft Heinz under the PO or Order are cumulative and are in addition to any other rights and remedies available at law, in equity, or otherwise.