



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 flavour, odour, or colour 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; (i) not infringe, nor will Kraft Heinz's use of them infringe, the intellectual property rights of any third party; and (j) 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 represents and warrants Services provided under the PO or Order (a) will be performed diligently and in a professional and workmanlike manner in



Officials Act, U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act of 2010) 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.

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 ne(pm)-15.6 (e)-12waBT/P MCID nsl



6. Changes and Cancellations; Suspension.

Before Supplier delivers Products or performs Services, Kraft Heinz may request



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



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



(c) 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;

(d) Automobile Liability Insurance cov 36



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.

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 labour strikes, work slowdowns, or other job actions at Supplier's facility are not a Force Majeure Event.

reprendre l'exécution le plus tôt possible. Si cette incapacité persiste durant plus de vingt jours, l'autre partie pourra résilier le BC ou ordre sur-le-champ, sans frais ni pénalités, en en avisant par écrit la partie touchée. Les augmentations de coûts imprévues imputables à des événements ou à des conditions de marché changeantes, à des grèves, à des ralentissements de travail ou à d'autres événements survenant dans les lieux de travail du Fournisseur, ne sont pas considérées comme des événements de force majeure.

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

13. Droits liés à la vérification. En tout temps jusqu'à l'expiration de la période d'un an après le versement du dernier paiement en vertu du BC ou ordre, Kraft Heinz peut vérifier les dossiers du Fournisseur et inspecter ses installations en relation avec le BC ou ordre pour : i) évaluer les procédures du Fournisseur en termes de préservation des aliments et de la qualité, et la mesure dans laquelle il se conforme aux spécifications et aux manuels applicables (« **vérifications de la qualité** »), ii) évaluer la mesure dans laquelle le Fournisseur se conforme aux principes directeurs relatifs aux fournisseurs de Kraft Heinz énoncés dans l'article 24 ci-dessous (« **vérifications RSE** »), et iii) s'assurer que les prix fixés, les coûts administratifs, les dépenses remboursables et autres dispositions financières sont conformes au BC ou ordre (« **vérifications financières** »). Les vérifications



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. Supplier acknowledges that in the provision of Products or



ci-dessus (auquel cas, seules les informations techniques désignées par écrit, et que Kraft Heinz devrait connaître, seront divulguées) ou suivant le consentement écrit préalable de Kraft Heinz, le Fournisseur convient et reconnaît qu'il ne fournira à 0.8(e)-1.6 (s)-2

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., sales, consumption or value-added 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.

The Supplier represents and warrants that it, and all subcontractors used by the Supplier in its performance of this Agreement, are registered for Federal and Provincial goods and services, sales or other taxes on consumption in all jurisdictions where the Supplier and its subcontractors carry on business. The Supplier will provide to the Buyer the registrants' registration numbers referred to in this section.

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

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