the Agreement and all agreed time frames will be deemed critical. Kraft Heinz shall be under no obligation to accept delivery of the Goods before the specified delivery time.

3.3 Kraft Heinz shall not be obliged to accept quantities of the Goods which vary in weight or otherwise from those specified in the Specification or the Order.

3.4 Supplier shall ensure that the Goods are properly packed and secured in such a manner as to reach thei destination undamaged and in good condition. Kraft Heinz shall not be obliged to return to Supplier any packaging materials for the Goods.

3.5 If any Incoterm 2010 specified in the Order conflicts with any other Condition, such Incoterm 2010 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 &tel(to Zes(Se)n4/ (pappin) 92a(bapp(li) catolle pt(u) (bic) 4 (b) 450 (t) -550(x) 450 (145 v(o) 2 (c) 4450 (n) +22 (a20 +0)

i27ra(dpa)nd/a (uc)4 p(uc)4thee(t)-2nT*g(unla)4 (-e)4(w o(G)2 heucsere(ser) (p)4-4 (co4)-it-expor G(

dpa-ew (dpa) la ng-eucyma-ei17w Tackim s;5 4.9 0 T3.9 T21.47 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 to disclose the same or is required be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

12.2 Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Agreement without the prior written consent of Kraft Heinz.

13

16.2 Both Kraft Heinz and the Supplier will at all times y Kraft Heinz to Supplier under the Agreement or fully comply with each of theirobligations under the otherwise.

GDPR including obligations arising in connection with 8.2 Nothing in these Conditions shall create, or be processing of Personal Data provided or obtained by eachemed to create, a partnership or joint venture of of them in connection with or arising from therelationship of employer and employee or principal an Agreement This Clause 6 is in addition to, and does not agent between the parts.

relieve, remove or replace, a party's obligations under the A delay in exercising or failure to exercise a right Data Protection Legislation. or remedy under or in connection with this Agreemen

16.3 Where the Supplier provides any Personal Data the not constitute a waiver of, or prevent or restrict future Kraft Heinz it will ensure that it is authorised to do so and ercise of, that or any other right or remedy, nor will the that it has obtained such permissions as may be required to reaction or partial exerse of a right or remedy prevent or for Kraft Heinz to process that Personal Data as requires trict the further exercise of that or any other right of for and in connection with the purposes for which the medy. A waiver of any right, remedy, breach or defau Personal Data was obtained. will only be valid if it is in writing and signed by the party

16.4 The Supplier expressly acknowledges and agreesing it.

that Personal Data connected with the Agreenmenytbe 18.4 If any term of the Agreements found by any transferred to countries outside the European Econoria or body or authority of competent jurisdiction to be Area. The Supplier therefore confirms that it will fullyllegal, unlawful, void or unenforceable, such term will comply with its obligations in respect of such transferse deemed to be severed from the Agreement and the where they occur and shall ensure that Personal Datailitnot affect the remainder of the Agreement which will provides to Kraft Heinz is capable of being so transferred ntinue in full force and effect.

(subject to Kraft Heinz's own responsibilities where the Any notice or other communication required to be transfer is made by Kraft Heinz). given to a party under or in connection with this The Supplier will notify its relevant employees of greementshall: 16.5

Kraft Heinz' rights under clause 16.1. (a) bein writing and shall be (i) delivered to or left at Where and to the extent that the Suppliedut not, in either case, by post) that party's address 16.6 delegates any processing of Personal Data to a third party sent by prepaid first class post or other next working (regardless of whether or not such delegation is permitted postal delivery service, at its registered office (if a by or notified to Kraft Heinz) the Supplier shall remain ompany) or (in any other case) its principal place of fully liable for all acts, errors and omissions in connectiousiness; and with that processing as though they were the Supplier (b) be deemed to have been received (d) elivered to

own acts, errors or omissions.

17 Assignment, SubContracting and Third Party Rights

17.1 Supplier shall not assign, delegate, **sob**tract, Business Day after posting or at the time recorded by the transfer, charge or otherwise dispose of all or any of disinvery.

rights and responsibilities under the Agreement without Law and Jurisdiction

the prior written consent of Kraft Heinz

19.1 Any Kraft Heinz Affiliate may enforce any 17.2 provisions of the Agreement on its own behalf or on behalf of any other Kraft Heinz Affiliate Kraft Heinz may assign, novate delegate, southtract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to any Kraft Heinz Affiliate at any time without the prior written consent of Supplier. No other person who is not a party to these Conditions (including any employee, officer, agent, representative or subontractor of either party) shall have the right to enforce any term of these Conditions.

18 General

18.1 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

or left at that party's address at the time the notice of communication is delivered to or left at that party's address, or (ii) therwise at 9.00 am on the second