





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 to 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.

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

16.3 Where the Supplier provides any Personal Data to Kraft Heinz it will ensure that it is authorised to do so and that it has obtained such permissions as may be required for Kraft Heinz to process that Personal Data as required for and in connection with the purposes for which the Personal Data was obtained.

16.4 The Supplier expressly acknowledges and agrees that Personal Data connected with the Agreement may be transferred to countries outside the European Economic Area. The Supplier therefore confirms that it will fully comply with its obligations in respect of such transfers where they occur and shall ensure that Personal Data provided to Kraft Heinz is capable of being so transferred (subject to Kraft Heinz's own responsibilities where the transfer is made by Kraft Heinz).

16.5 The Supplier will notify its relevant employees of Kraft Heinz' rights under clause 16.1.

16.6 Where and to the extent that the Supplier delegates any processing of Personal Data to a third party (regardless of whether or not such delegation is permitted by or notified to Kraft Heinz) the Supplier shall remain fully liable for all acts, errors and omissions in connection with that processing as though they were the Supplier's own acts, errors or omissions.

17 Assignment, SubContracting and Third Party Rights

17.1 Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without the prior written consent of Kraft Heinz

17.2 Any Kraft Heinz Affiliate may enforce any provisions of the Agreement on its own behalf or on behalf of any other Kraft Heinz Affiliate Kraft Heinz may assign, novate delegate, subcontract, 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 subcontractor 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

18.2 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.

18.3 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement 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 exercising it.

18.4 If any term of the Agreement 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 Agreement and this will not affect the remainder of the Agreement which will continue in full force and effect.

18.5 Any notice or other communication required to be given to a party under or in connection with this Agreement 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 sent by prepaid 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 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.

19 Law and Jurisdiction

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