



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



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. 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. 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, 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



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, 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 - US\$500,000 - Each Accident, US\$500,000 - Statutory;

(b) Employer's Liability Insurance in an amount not less than: US\$500,000 - Each Accident, US\$500,000 -



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 (the "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.



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. 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, .4 (

