

## **STANDARD TERMS AND CONDITIONS OF PURCHASE – CANADA**

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 Canada ULC (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.

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

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

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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, onft

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 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

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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, Supplier shall assume

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





non-contributory basis and that Supplier insurance

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.

**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 proced§ (y)2 1898 0 0b.2 (d818 a)2.1

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**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 for any other purpose.

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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

**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.,



