



## STANDARD TERMS AND CONDITIONS OF PURCHASE – UNITED STATE S

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 sell the products, goods, materials, ingredients, parts, items, or equipment (“Products”) and/or perform the services (“Services”) specified on the PO or Order. Supplier accepts the PO or Order by informing Kraft Heinz of its acceptance, beginning to perform under it, or otherwise taking any action that would constitute acceptance under applicable Laws.

1. PO/Order Structure; Entire Agreement; Amendment. The PO or Order consists of: these Standard Terms and Conditions of Purchase; the provisions on the cover page of the PO or Order containing the link to these Standard Terms and Conditions of Purchase (also referred to herein as the “face” of the PO or Order); any exhibits or attachments to such PO or Order; and any documents incorporated by reference herein or therein. The PO or Order constitutes the entire agreement between the parties with respect to the Products and/or Services ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements, with respect to the subject matter thereof. Kraft Heinz rejects any and all



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; (h) not, to Supplier's knowledge, cause exposure to any chemical determined under the California Safe Drinking Water and Toxic Enforcement Act of 1986 and its regulations and amendments (commonly known as Prop 65) to cause cancer or reproductive toxicity; (i) not infringe, nor will Kraft Heinz's use of them infringe, the intellectual property rights of any third party; and (k) 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 Quality Expectations Manuals, security guidelines and other guidelines that Kraft Heinz broadly requires its suppliers to meet, which are incorporated herein by reference (including ingredient-specific and external manufacturing requirements). Supplier acknowledges receiving the manuals and specifications, which are made a part of the PO or Order. Such manuals and specifications may be changed by Kraft Heinz upon notice to Supplier, and Supplier must comply with any changed manuals and specifications within 30 days of receiving notice. Supplier will inform Kraft Heinz immediately (and provide any relevant information and documentation) if Supplier learns of any potential quality, safety or labeling problem with Products or any potential violation of Supplier's obligations in the PO or Order.

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, or any materials or equipment Kraft Heinz provides for the Services. Additionally, Supplier must comply with any and all of Kraft Heinz's policies relating to the premises where Services are to be performed and must take all reasonable steps to ensure that Services are provided in a manner that does not restrict or prevent Kraft Heinz from carrying on its business and that minimizes disruptions.

Supplier hereby assigns to Kraft Heinz any warranties related to Products and/or Services, or if Supplier cannot assign them, Supplier agrees to make claims under them on Kraft Heinz's behalf at the request of Kraft Heinz. Supplier will ensure that its employees, contractors, subcontractors, and agents comply with the PO or Order and, when at a Kraft Heinz premises, the safety and security requirements of Kraft Heinz.

4. Compliance with Law. Supplier will comply with all laws, statutes, ordinances, orders, codes, regulations, rules, regulations, directives, and orders of any federal, state, local, municipal or foreign governmental entity or agency ("Laws") applicable to Supplier's performance of its obligations under the PO or Order, including, without limitation, the production, manufacturing, packaging, storage, shipment, and sale of the Products or the provision of Services.

Supplier represents and warrants that all foods (or substances provided for use in or for foods) comprising each shipment or other delivery made to (or on the order of) Kraft Heinz will not, as of the date of such shipment and delivery: (i) be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act of 1938, as amended (the "FFDCA") and the U.S. Federal Fair Packaging and Labeling Act of 1966, as amended (together with the FFDCA, the "Federal Acts"), or any other food or drug Laws under which the adulteration and misbranding provisions are substantially the same as those found in the Federal Acts; or (ii) be or contain an article that may not be introduced into interstate commerce under the FFDCA. Upon the request of Kraft Heinz, Supplier will sign pure food guarantees provided by Kraft Heinz which are generally consistent with the FFDCA.

Supplier further represents and warrants that Supplier and its employees, officers, directors, contractors, subcontractors, agents, and other representatives will comply with all applicable anti-corruption Laws (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and the Canada Corruption of Foreign Public Officials Act) and Supplier further represents and warrants that neither Supplier, nor any of its employees, officers, directors, contractors,

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same as those found in such Act or administered by any state pursuant to that Act. Supplier will furnish Kraft Heinz with a Material Safety Data Sheet with each shipment, delivery, or provision of a hazardous chemical or hazardous material to Kraft Heinz in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the U.S. Department of Labor and any and all state and local hazard communication, right-to-know, and similar and related Laws.

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. If Kraft Heinz provides Supplier with any materials, equipment or tooling in connection with the PO or Order: (i)



the quantity of Products rejected within 30 days of notice of rejection, and/or upon Kraft Heinz's request



the PO through good faith negotiation, any legal action or proceeding arising out of or relating to the PO or Order will be brought exclusively in the U.S. District Court for the Northern District of Illinois (unless that court does not have jurisdiction)



“Kraft Heinz Data”) will be (and remain) the property of Kraft Heinz. Supplier acquires no rights or interests in Kraft Heinz Data. Supplier will use commercially reasonable measures in accordance with industry security policies, standards and procedures, applicable laws, and the sensitivity of the Kraft Heinz Data to ensure its confidentiality, integrity, and availability. Supplier will ensure that all Kraft Heinz Data is preserved in a manner that prevents inappropriate disclosure, is retained only for as long as reasonably required, and is responsibly disposed of or destroyed in a manner that prevents content recovery when no longer needed to perform any obligations under the PO or Order. Upon Kraft Heinz’s request, an authorized officer of Supplier will certify in writing that all forms of Kraft Heinz Data in the possession of Supplier, its employees, contractors, subcontractors, and agents have been destroyed. In the event of any unauthorized access to Kraft Heinz Data while in the possession of Supplier, its employees, contractors, subcontractors, or a373 0 T.2 (r) (nt)6.9 (s)9.5 ( )12.3



21. Severability. If any part of the PO or Order cannot legally be enforced, then Kraft Heinz and Supplier agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the intent as expressed in the PO or Order.

22. Waiver. No waiver by Kraft Heinz of any breach of a provision of the PO or Order will be deemed to constitute a waiver of any other breach of such provision or any other provision of the PO or Order. Any waiver by Kraft Heinz must be in writing.

23. Survival. The completion or cancellation of the PO or Order will not affect any rights and obligations which by their nature should continue to survive.

24. Supplier Guiding Principles. Supplier will comply with the Kraft Heinz Supplier Guiding Principles, which are published at: [https://www.kraftheinzcompany.com/ethics\\_and\\_compliance/supplier-guiding-principles.html](https://www.kraftheinzcompany.com/ethics_and_compliance/supplier-guiding-principles.html) (as such Principles may be updated from time to time by posting changes on the site) in performing under the PO or Order.

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