

TERMS & CONDITIONS FOR PURCHASES

1. **Definitions.** The following terms, as used in these Terms & Conditions for Purchases, have the following meanings:

"Buyer" – The Campbell's Company or any of its affiliates indicated on the Purchase Order.

"Goods" - The raw materials, equipment, finished goods, parts, components, articles, or other items covered by the Purchase Order, including any Work Product (as defined herein) and other deliverables (if any) delivered in connection with the performance of the Services.

"Purchase Order" - The purchase order issued by Buyer to Supplier.

"Services" - The services, work or other performance obligations covered by the Purchase Order.

"Supplier" - The individual or entity providing the Goods and/or Services covered by the Purchase Order.

"Terms" - These Terms & Conditions for Purchases, which may be amended from time to time by Buyer in its sole and absolute discretion.

2. **Acceptance.** The Purchase Order is an offer by Buyer to purchase the Goods and/or Services (as applicable) from Supplier in accordance with and subject to the terms herein and therein. Supplier will be deemed to have accepted the Purchase Order when it (i) sends Buyer notice of acceptance in writing, or (ii) starts to perform the Services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the Goods covered by the Purchase Order, whichever occurs first. Buyer may withdraw the Purchase Order at any time before it is accepted by Supplier.

Supplier's acceptance is expressly limited to these Terms. Any proposal, statement of work, quote, invoice, acknowledgement or other communication issued by Supplier in connection with, or otherwise incorporated by reference into, the Purchase Order will be for the purposes of describing in greater detail the Goods and/or Services (as applicable) to be provided, and any terms or conditions set forth in such communication will not apply to the Purchase Order and will not be considered to be Supplier's exceptions to these Terms. Any additional or different terms proposed by Supplier (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by Buyer. Furthermore, Buyer will not be bound by any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by Buyer in connection with the Goods and/or Services (as applicable) or the Purchase Order.

The Purchase Order, together with any documents incorporated herein and therein by reference, constitutes the sole and entire agreement of the parties with respect to the purchase and sale of the Goods and/or Services (as applicable), and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order.

Notwithstanding anything to the contrary contained in this Section, in the event there is a written agreement signed by both Buyer and Supplier under which Buyer expressly submits a Purchase Order, the purchase and sale of Goods and/or Services pursuant to such Purchase Order (including any repaired or replacement Goods provided, or any Services reformed, by Supplier thereunder) are subject to the terms and conditions of (A) such written agreement, and (B) these Terms. To the extent there is a conflict between the terms and conditions of such written agreement and these Terms, the terms and conditions of the written agreement shall govern.

3. **Delivery Date.** Supplier will deliver the Goods and/or perform the Services (as applicable) on the date(s) specified in the Purchase Order (the "Delivery Date"). If no Delivery Date is specified, Supplier will deliver the Goods and/or Services (as applicable) on the date instructed by Buyer (which date will be the Delivery Date). Timely delivery of the Goods and/or Services (as applicable) is of the essence. If Supplier fails to deliver the Goods and/or Services (as applicable) in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Supplier and Supplier will indemnify Buyer and its affiliates and their respective current, future and former officers, employees, directors, agents, customers, successors and assigns (collectively, "Buyer Indemnitees") against any claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, (collectively, "Losses") attributable to Supplier's failure to deliver the Goods and/or Services (as applicable) on the Delivery Date. In addition, Buyer has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier will redeliver such Goods on the Delivery Date.

4. **Delivery Location; Shipping Terms.** All Goods will be delivered to, and all Services will be performed at, the address specified in the Purchase Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. No Saturday, Sunday or holiday deliveries are permitted unless specified.

Delivery of the Goods (if any) covered by the Purchase Order will be made in accordance with the delivery terms specified in the Purchase Order. If no shipping terms are specified, unless otherwise instructed by Buyer, all deliveries of such Goods to and from U.S. locations will be made DAP Delivery Location (in accordance with Incoterms 2010), and all deliveries of such Goods to and/or from non-U.S. locations will be made DDP Delivery Location (in accordance with Incoterms 2010).

When Goods are delivered to a carrier for transportation, Supplier will give prompt written notice to Buyer and provide Buyer all documents necessary to release the Goods to Buyer. All packages and/or correspondence submitted must indicate the Purchase Order number, Supplier's name, Buyer's marketing activity authorization (MAA) number (if applicable) and the invoice number. For ingredients and packaging materials, all containers shall be properly labeled with Buyer's internal raw materials number.

The Purchase Order number indicated in the Purchase Order must appear on all applicable shipping documents, shipping labels, bills of lading, air waybills and any other documents pertaining to the Purchase Order.

Safety Data Sheets ("SDS"), if applicable, must be provided by Supplier upon (i) initial delivery of Goods, (ii) any future delivery of Goods where product composition changes, or (iii) any SDS update or revision.

5. **Title; Risk of Loss.** Unless otherwise noted in the Purchase Order, title to the Goods covered by the Purchase Order (if any) passes to Buyer upon delivery of the Goods to the Delivery Location. Supplier bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location. Delivery of the Goods is not complete until such Goods have actually been received and accepted by Buyer in accordance with Section 8.
6. **Packaging.** All Goods covered by the Purchase Order must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner consistent with past performance and sufficient to ensure that the Goods are delivered in an undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at Supplier's expense.
7. **Quantity.** The specific quantity, or range of quantity, of Goods ordered (if any) must be delivered in full and not be changed without Buyer's written consent. If Supplier delivers more or less than the quantity of Goods ordered, Buyer may reject all or any of the Goods. Any such rejected Goods will be returned to Supplier at Supplier's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price (as defined below) for the Goods will be adjusted on a pro-rata basis.
8. **Inspection; Rejection; Acceptance.** Buyer's acknowledgement of the receipt of any Goods and/or Services will not constitute acceptance of such Goods and/or Services and/or the acknowledgement of the quantity of the Goods received.

All Goods and Services are subject to Buyer's right of inspection and rejection on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are defective or otherwise do not conform to the specifications, conditions and warranties of the Purchase Order and/or these Terms. If Buyer rejects any portion of the Goods and/or Services (as applicable), Buyer has the right, effective upon notice to Supplier, to: (i) cancel the Purchase Order in its entirety; (ii) accept the defective and/or non-conforming Goods and/or Services (as applicable) at a reasonably reduced Price; or (iii) reject the non-conforming Goods and/or Services (as applicable) and require the replacement or reperformance (as applicable) thereof.

If Buyer requires replacement or reperformance of non-conforming Goods and/or Services (as applicable), Supplier will, at its expense, promptly replace or reperform the non-conforming Goods and/or Services (as applicable) and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods as soon as possible. If Supplier fails to timely deliver replacement Goods or reperform Services (as applicable), Buyer may replace the non-conforming Goods and/or Services (as applicable) with goods and/or services (as applicable) from a third party and charge Supplier the cost thereof.

Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Buyer will have the right to conduct further inspections at any time.

Acceptance by Buyer of any Good and/or Services will not occur unless and until (i) with respect to Goods installed by Supplier, any

acceptance tests or programs described in the Purchase Order or attachments thereto or are in Buyer's Specifications are completed to Buyer's satisfaction, as evidenced by an acceptance certificate signed by Buyer, (ii) with respect to any Services performed by Supplier, such Services are completed to Buyer's satisfaction, as evidenced by any acceptance certificate signed by Buyer, or (iii) with respect to Goods not installed by Supplier, Buyer has not notified Supplier, within a reasonable time (not to be less than thirty (30) days) after inspection of such Goods, that Goods are defective or otherwise do not conform to the specifications.

9. **No Exclusivity or Minimums.** The Purchase Order is a non-exclusive agreement. Buyer is free to engage others to provide goods or services the same as or similar to the Goods and/or Services (if any) to be provided under the Purchase Order. Unless explicitly noted in Purchase Order, Buyer is not obligated to any minimum purchase or future purchase obligations under the Purchase Order.
10. **Prices; Most Favored Customer.** The price of the Goods and/or Services (as applicable) is the price stated in the Purchase Order (the "Price"). If no Price is specified in the Purchase Order, the Price will be (i) the price set out in Supplier's published price list in force as of the date of the Purchase Order, or (ii) the price last quoted or billed by Supplier at the prevailing market price, whichever is lower.

Supplier warrants that the Prices for the Goods and/or Services (as applicable) to be provided are not less favorable than those currently extended to any other similarly-situated customer purchasing similar quantities for the same or similar goods and services. In the event Supplier reduces its prices for such goods or services prior to accepting the Purchase Order or during the term of performance of the Purchase Order, Supplier agrees to reduce the Prices charged to Buyer accordingly.

Supplier warrants that the Prices shown in the Purchase Order are complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating.

No additional charges will be added to the Price, nor will any increase in the Price last quoted or charged to Buyer be effective, whether due to increased materials, labor or transportation costs or otherwise, without the prior written consent of Buyer.

11. **Payment Terms.** Supplier will not issue an invoice to Buyer prior to shipping of the Goods and/or full completion of the Services (as applicable) and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars, unless otherwise required by Law (as defined below) or agreed to by the parties.

Within one day after shipping each lot of Goods and/or fully completing all Services (as applicable), Supplier must transmit an invoice to Buyer bearing the Purchase Order number, Supplier's taxpayer identification number (or SSN if an individual), a bill of lading number (if applicable), Supplier's name, Buyer's marketing activity authorization (MAA) number (if applicable) and the invoice number. Failure to do so will result in the return of the unpaid invoice to Seller for clarification. Goods received, without invoices are held at Supplier's risk and expense.

Buyer will pay all properly invoiced amounts due to Supplier in accordance with the payment terms specified in the Purchase Order. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Supplier within one hundred twenty (120) days after Buyer's receipt of such invoice (or within such shorter period of time as required by Law).

Notwithstanding anything to the contrary contained in this Section, Buyer may withhold from payment any amounts disputed by Buyer in good faith. In the event of a payment dispute, the parties will seek to resolve all such disputes expeditiously and in good faith. Supplier will continue performing its obligations under the Purchase Order notwithstanding any such dispute.

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off or recoup, at any time, any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

12. **Insurance.** Supplier will comply with the insurance requirements applicable to such Supplier as set forth at <https://www.thecampbellscompany.com/suppliers/supplier-requirements/>. In no event will the foregoing coverage affect or limit in any manner Supplier's contractual liability for indemnification under these Terms. Damage to Buyer's premises or manufacturing facilities caused by Supplier's workmen will be repaired to the satisfaction of Buyer at Supplier's expense. Upon request, Supplier will provide Buyer with certificates of insurance or evidence of coverage provided by a carrier, or carriers with an A.M. Best rating of at least A- and stating that Buyer, and its parents, subsidiaries, divisions, affiliates, directors, officers, employees, and agents, as are included Additional Insured.

13. **Compliance with Laws.** In performing its obligations under the Purchase Order, Supplier will comply (and will cause all of its employees and other agents involved in Supplier's performance under the Purchase Order to comply) with all applicable federal, state, local, provincial and foreign laws (including, without limitation, common law), rules, statutes, regulations, ordinances, and other provisions having the full force and effect of law, and orders, policies, judgments or requirements of any governmental or regulatory authority (each a "Law" and collectively, "Laws"). In addition and without limiting the foregoing, Supplier guarantees that all food Goods or materials, including but not limited to, ingredients, components, packaging and related materials, will (i) comply with all applicable pure food Laws, including, without limitation, the U.S. Food, Drug and Cosmetic Act, as amended (the "FDA Act"), for food Goods sold in Canada, the Canadian Meat Inspection Act, the Canadian Food and Drug Act, and the Safe Foods for Canadians Act (ii) not be adulterated or misbranded within the meaning of the FDA Act or any other applicable Law, (iii) not be articles which may not under the provisions of Section 404 of the FDA Act (or any other applicable Law) be introduced into interstate commerce, and (iv) be free from organisms or chemicals which would make the materials unsuitable for processing, including, but not limited to, food safety.

In the event the Purchase Order is for the sale of "perishable agricultural commodities" covered by the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c) ("PACA")) and payment terms for such commodities are in excess of thirty days, the perishable agricultural commodities listed on the Purchase Order are sold subject to the statutory trust authorized by section 5(c) of PACA. The Supplier of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

14. **General Warranties.** With respect to all Goods (if any) to be delivered under the Purchase Order, Supplier warrants to Buyer that such Goods will (i) be merchantable, (ii) free from any defects in workmanship, materials and design, (iii) be manufactured, packaged, labeled, handled, shipped and stored by Supplier or its agent in a good and workman-like manner in accordance with all applicable specifications, descriptions, quality requirements, performance requirements, drawings, designs, samples and other requirements specified or provided by Buyer in the Purchase Order or otherwise by

Buyer, or, if not specified or provided by Buyer, to the best-in-grade specifications in the respective industry (collectively, the "Specifications"), (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances of any kind, and (vi) not infringe or misappropriate any patent, trademark, copyright or other intellectual property right of any third party. If any conflict exists between Seller's documentation for the material and Buyer's current specification, the terms in Buyer's specification control.

With respect to all Services (if any) to be performed under the Purchase Order, Supplier warrants to Buyer that (i) Supplier will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all Specifications, (ii) Supplier will devote adequate resources to meet its obligations under the Purchase Order, (iii) such Services and any resulting deliverables will be provided free and clear of all liens, security interests or other encumbrances of any kind, (iv) such Services involve no unreasonable risk of injury or damage and (v) Supplier's performance of the Services will not infringe or misappropriate any patent, trademark, copyright or any other intellectual property right of any third party.

Supplier further warrants to Buyer that (i) Supplier's acceptance of, or performance under, the Purchase Order does not result in a conflict of interest between Supplier or any third party, (ii) Supplier has the full legal right to provide all Goods and/or Services (as applicable), and that there is no claim, litigation or proceeding pending or to its knowledge threatened against Supplier with respect to such Goods and/or Services, or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person, and (iii) Supplier will obtain and maintain all permits, licenses, and consents required in connection with its performance under the Purchase Order.

All warranties set forth in these Terms shall not terminate, or in the event of a termination, such termination shall not be for a period less than the applicable statute of limitations from the date of acceptance of the goods from the buyer will not be deemed waived by reason of Buyer's receipt, inspection, or acceptance of, or by payment for, the Goods and/or Services (as applicable).

The warranties expressed in these Terms will be in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by Law or equity (collectively, the "Warranties"). It is the intent of Buyer and Supplier that if any Warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from the Purchase Order.

Seller specifically waives any and all liens and/or security interests in any of the materials which it might otherwise acquire by operation of law, by judicial process, by judgment or otherwise.

Seller warrants that it will comply with the applicable supplier standards set forth at <https://www.thecampbellscompany.com/suppliers/> including, but not limited to, Invoicing and Payments, Supplier Requirements, Supplier Diversity, Responsible Sourcing, and subscription to the Ariba Network.

All Warranties will run to Buyer, its customers and subsequent owners of the Goods and/or Services (as applicable) to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms. All Warranties will be construed liberally in favor of Buyer.

Notice of breach of Warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by Buyer as the basis for breach. All Warranties will be construed as conditions as well as promises.

Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods and/or Services (as applicable) with the foregoing Warranties.

Seller's Warranties and guarantees survive Buyer's payments and acceptance of the materials.

15. **Manufacturing Practices.** If the Goods (if any) to be delivered under the Purchase Order will be used in a finished product that is regulated by the United States Food and Drug Administration and/or any other applicable governmental or regulatory authority, then Supplier will follow all current good manufacturing practices stipulated or promulgated by such governmental or regulatory authority, as the same may be changed from time to time, that are applicable to the manufacture, packaging, labeling, handling, shipping or storage of such Goods.
16. **Anti-Bribery Compliance.** Supplier acknowledges that Buyer is subject to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and anti-bribery and anti-corruption Laws in various other jurisdictions. Supplier will (a) comply in all respects with such Laws, including the comparable Laws of all jurisdictions where it or its agents are conducting business, (b) provide written certification of its compliance with the foregoing when asked by Buyer, and (c) cooperate with Buyer and its designees at Supplier's expense in any inquiry or investigation of Supplier or its agents regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.
17. **Government Contracts.** If Buyer advises Supplier that Goods or Services supplied under the Purchase Order are necessary, in whole or in part, to the performance of a government contract, Supplier agrees to comply with all applicable provisions of that government contract as follows: To the extent not exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) at 29 CFR Part 471, Appendix A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Further, Supplier will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.
18. **Compliance with Privacy and Information Security Requirements.** If Supplier collects, processes and/or stores on behalf of Buyer any personal health information or personally identifiable information (e.g., name, Social Security number, payment card account information, medical information, etc.) (collectively, "Personal Information"), then Supplier shall: (i) process such Personal Information only on behalf of and for the benefit of Buyer, (ii) hold such Personal Information in strict confidence and limit access to those of Supplier's personnel who have a need to know the Personal Information to perform the Services and who have explicitly agreed in writing to hold such information in confidence; (iii) not transfer Personal Information outside the United States without the explicit written consent of Buyer; (iv) as applicable,

implement appropriate measures designed to protect the Personal Information against the specific risks associated with transmission over a network and/or the internet; (v) unless otherwise required by Law, not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party; (vi) comply with (A) all applicable Laws relating in any way to the privacy, confidentiality or security of Personal Information, (B) all applicable industry standards concerning privacy, data protection, confidentiality or information security; and (C) Buyer's written requirements relating in any way to the privacy, confidentiality and security of Personal Information.

In addition to any other obligation under these Terms, upon the occurrence of a breach involving Personal Information in the possession, custody or control of Supplier or for which Supplier is otherwise responsible, Supplier shall (i) reimburse Buyer on demand for all internal and external costs incurred by Buyer associated with investigating, addressing and responding to such breach, and (ii) indemnify and hold harmless the Buyer Indemnitees from, and at Buyer's option defend against, any and all losses that Buyer Indemnitees may incur as a result of any violation of this Section by Supplier or its agents.

19. **Indemnification.** Supplier agrees to indemnify, defend and hold harmless the Buyer Indemnitees from and against any and all Losses, including attorney's fees and costs, suffered by Buyer or any third party, arising out of or resulting in any way from (i) Supplier's manufacture and/or supply of Goods, (ii) Supplier's performance of Services, (iii) any defect in the Goods, (iv) the negligence or willful misconduct of Supplier, its agents or employees, (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Supplier for wages and benefits, (vi) Supplier's breach of any representation, warranty, covenant or other obligation in the Purchase Order and/or these Terms, and/or (vii) the infringement of any third party proprietary rights with respect to (A) Services performed by Supplier, and/or (B) Goods supplied by Supplier (including, without limitation, with respect to Supplier's manufacture and/or Buyer's use or possession thereof).

Supplier's obligation to indemnify will survive the expiration or termination of the Purchase Order or these Terms by either party for any reason. Buyer may, at its option and at the cost and expense of Supplier, including, but not limited to, attorney's fees, conduct the defense of any third-party action and Supplier will cooperate with Buyer's defense as reasonably requested and at Supplier's expense. If the use or sale of any Goods is enjoined as a result of any action or proceeding, in addition to such other rights or remedies that Buyer may have hereunder or by Law, Supplier, at no expense to Buyer, will obtain for Buyer and its customers the right to use and sell said item, or will substitute an equivalent item, acceptable to Buyer, and extend this indemnity with respect to such item. In the event that Supplier is unable to secure such rights of use or to secure an equivalent item as a substitute for Buyer or its customers, Supplier will indemnify the Buyer Indemnitees for any and all Losses, including attorney's fees, sustained by reason of such injunction.

20. **Recalls Reporting of Defects; Testing.** If any Goods are the subject of a Recall (as defined below), Supplier shall be responsible for all matters, expenses and costs associated with the Recall, including but not limited to all expenses and losses incurred by Buyer in connection with such Recall (and where applicable, any finished products in which the Recalled Good has been used as an ingredient or otherwise is packaged, consolidated or commingled with), including but not limited to, retrieval costs, refunds to customers/consumers, customer and/or regulatory fines or penalties, lost profits, transportation costs, destruction costs, the cost to Buyer of its employees' time, crisis

management costs, attorneys fees, systems expenses in processing any Recall, and all other costs associated therewith.

Supplier shall promptly, and in no event later than 24 hours after its decision to initiate a Recall or its receipt of a Recall notice from a government entity, inform Buyer of the Recall. Additionally, Supplier shall promptly inform Buyer of Supplier becoming aware of any defect in any Good that could reasonably be expected to cause damage, illness, injury or death to humans, animals, or property, or the noncompliance of the Goods with any applicable safety or regulatory standard or Law, whether imposed by a government entity or by Buyer. If a government agency initiates any inquiry or investigation relating to any Good or similar or related goods of Supplier, Supplier shall notify Buyer immediately thereof and take reasonable steps to resolve the matter without exposing Buyer to any liability or risk. After acceptance of delivery, Buyer may periodically conduct testing of the Goods for compliance with Laws, and other standards and specifications, the costs of which shall be paid or reimbursed to Buyer by Supplier.

For purposes of these Terms, "Recall" means any removal of the Goods from the stream of commerce or the issuance of a corrective action plan or other remedial action initiated by Supplier, a government entity, or Buyer involving Goods purchased by Buyer.

21. **Audit Rights.** Supplier agrees that, (i) in addition to all other audit rights available hereunder, Buyer (and its representatives) has the right, with or without notice, and at the Supplier's expense, to audit the facility(ies) where the Goods are manufactured and examine the books and records of the Supplier (and/or its subcontractors and sub-tier manufacturers and suppliers) to verify compliance with its obligations hereunder, including, without limitation, its compliance with Laws, and (ii) as applicable, the Supplier will procure from each subcontractor and/or sub-tier manufacturer and supplier (if any) such agreements, permissions and rights as necessary to enable Buyer to perform such audit.

Seller agrees to create accurate records, books and accounts of costs and charges to Buyer hereunder and to maintain them in accordance with generally accepted accounting principles. Buyer shall have the right to review and inspect from time to time such records, books and accounts to confirm that amounts paid or to be paid by it hereunder were correctly calculated in accordance with the terms of the Purchase Order. Buyer shall have the right to have its internal/external auditors audit all costs which have been charged to it, including costs that are allocated amongst other Supplier operations and the methodology of such allocation. Costs which are allocated among Buyer and others, including Supplier, shall be allocated among Buyer and others on a fair and equitable basis having regard to the benefit which each party receives from such costs. Upon Buyer's request, Supplier shall provide Buyer with Supplier's method used in allocating costs amongst its other operations. If any audit indicates that Buyer has been overcharged for costs and/or fees, Supplier shall forthwith refund such overcharge.

22. **Termination Rights.** Buyer reserves the right to cancel all or any part of the undelivered portion of the Purchase Order if Supplier does not provide conforming Goods and/or Services as specified, time being of the essence, or if Supplier breaches any of the terms hereof including, without limitation, the Warranties.
23. **Cumulative Remedies.** Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in Law or equity or in these Terms.
24. **Confidentiality.** Supplier agrees to keep all Confidential Information (as defined below) in confidence during and following termination or expiration of the Purchase Order.

For purposes of these Terms, "Confidential Information" includes any and all information or material that is proprietary or commercially valuable to Buyer, including, without limitation, know-how, technical information, data, trade secrets, inventions (whether patented or unpatented), technologies, samples and materials, research or business plans, products, services, customer and supplier lists, operations, manufacturing processes, software, hardware, equipment, databases, discoveries, formulas, diagrams, drawings, graphs, blueprints, specifications, laboratory books, records, designs, analyses, test materials, compounds, computer programs in human or machine-readable code (including notes, spread-sheets and flow-charts), marketing, financial, manufacturing and other business data and projections (including, without limitation, operation costs, profit margins, raw materials, sales information, production and technology costs), unpublished documents, and the contents and existence of the Purchase Order. Confidential Information will include the confidential information of any third party who has given Buyer the right to use such confidential information subject to a non-disclosure agreement between Buyer and such third party. Confidential Information need not be labeled as such to enjoy the protections afforded the same but need only be of the kind generally understood to be confidential, proprietary or commercially valuable.

Confidential Information does not include any information that (i) Supplier lawfully knew without restriction on disclosure before Buyer disclosed it to Supplier, (ii) is now or becomes publicly known through no wrongful act or failure to act of Supplier, (iii) Supplier developed independently without use of Confidential Information, as evidenced by appropriate documentation, or (iv) is hereafter lawfully furnished to Supplier by a third party as a matter of right and without restriction on disclosure. In addition, Supplier may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or Law so long as Supplier provides prompt notice to Buyer of such requirement prior to disclosure.

Supplier agrees not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, Supplier agrees to limit its intentional distribution of Confidential Information to those who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Supplier of nondisclosure agreements with provisions substantially similar to those set forth herein.

In no event will Supplier use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information.

Supplier further agrees not to use Confidential Information except in the course of performing under the Purchase Order or these Terms and will not use Confidential Information for its own benefit or for the benefit of any third party. The mingling of Confidential Information with information of Supplier will not affect the confidential nature or ownership of the same as stated hereunder. Supplier agrees not to design or manufacture any products which incorporate Confidential Information.

25. **Intellectual Property; License.** As between the parties, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improve-ments, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Supplier alone or with others which result from or relate to any Services performed under the Purchase Order (collectively, "Work Product"), and all rights with respect thereto, will at all times be and remain the sole and exclusive property of Buyer.

Standard goods manufactured by Supplier and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product and, as between the parties, all rights with respect thereto will remain the sole and exclusive property of Supplier.

The foregoing notwithstanding, Supplier hereby grants to Buyer a non-exclusive, royalty-free worldwide license to use such of Supplier's intellectual property, if any, as is required to give Buyer full benefit of any Goods that incorporate such Supplier intellectual property.

Except as otherwise set forth herein, as between them, each of Buyer and Supplier will retain the sole and exclusive rights in all of its intellectual property.

26. **Governing Law; Jurisdiction.** Except as provided below, this Purchase Order will be governed and construed according to the Laws of the State of New Jersey without regard to principles of conflicts of law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly waived by the parties and will not apply to the Purchase Order.

Any action brought by either party hereto concerning, or relating to, the Purchase Order and/or these Terms shall be brought initially in the United States District Court of New Jersey, and each party hereby consents exclusively to subject matter and in personam jurisdiction and venue in such court. If such court lacks subject matter jurisdiction, then each party hereto consents exclusively to in personam jurisdiction and venue in a court of competent jurisdiction in Camden, New Jersey.

For sales in Canada, this Purchase Order shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario, without giving effect to conflict of law principles. Each party hereby consents to exclusively to subject matter and in personam jurisdiction and venue in Toronto, Ontario, Canada.

27. **Assignment.** Neither the Purchase Order nor these Terms, nor any of the rights and obligations of Supplier thereunder or hereunder, may be assigned or transferred by Supplier without the prior written consent of Buyer. The Purchase Order and these Terms will be binding upon and inure to the benefit of parties and their respective successors and permitted assigns and no other person will have any right, obligation or benefit thereunder or hereunder. Any attempted assignment or transfer in violation of this Section will be void.
28. **Relationship of Parties.** Supplier is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Supplier nor its employees, agents or subcontractors are agents or employees of Buyer, and are therefore not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Supplier will be responsible for all costs and expenses incident to performing its obligations under the Purchase Order and these Terms and will provide Supplier's own supplies and equipment. Except as otherwise set forth in these Terms, the manner and means of providing the Goods and/or Services (as applicable) to Buyer are subject to Supplier's sole control.
29. **Notices.** All notices, requests, demands and other communications that are required or may be given pursuant to the Purchase Order or these Terms will be in writing and sent by mail, overnight courier or facsimile, to (a) Supplier at the address indicated in the Purchase Order, or (b) Buyer, at the address indicated in the Purchase Order with a copy, which will not constitute notice, to The Campbell's Company, One Campbell Place, Camden, NJ 08103, Attention: Legal Department Commercial Contracting, or to such other address as one party may later specified to the other party in writing.

Delivery of any such notices will be deemed sufficient in all respects and to have been duly given as follows: (a) on the actual date of service if delivered personally; (b) on the third day after mailing if mailed by first class mail return receipt requested, postage prepaid and properly addressed as set forth in this Section; or (c) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section.

30. **Amendment and Modification.** No change to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.
31. **Waiver.** No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order or the Terms will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with the applicable Purchase Order or these Terms, nor will any single or partial exercise of any right, remedy, power or privilege under the applicable Purchase Order or these Terms preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
32. **Severability.** This Agreement shall be deemed severable and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of these Terms or of any other then or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto agree that there shall be added as a part of these Terms a provision as similar in terms to such invalid or unenforceable provision as maybe possible and be valid and enforceable.
33. **No Publicity.** Seller shall not use Buyer's name, logos, trademarks, or disclose the terms or existence of this Agreement to any third party, including, without limitation, on customer lists, press releases or otherwise, without Buyer's express prior written consent in each and every instance.
34. **No Presumption from Drafting.** These Terms shall be interpreted as though both parties participated in the drafting of this agreement and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of the Terms.
35. **No Third-Party Beneficiaries.** No person who is not a party to these terms Agreement (other than a successor in title to one of the original parties) shall be entitled in their own right to enforce any provisions of this Agreement. Notwithstanding the foregoing, Buyer is or may be entering into this Agreement on behalf of itself and its affiliates. Buyer's affiliates have the right to enforce these Terms and the Purchase Order as though such affiliates were original parties to these Terms and the Purchase Order.
36. **Language.** The only official version of the Purchase Order, and all communications related to the Purchase Order, will be in the English language.

La version officielle de l'ordre d'achat et toutes les communications liées à la commande d'achat, sera en anglais.

A versão oficial da ordem de compra e todas as comunicações relacionadas com a ordem de compra, será na língua inglesa.

La versión oficial sólo de la orden de compra y todas las comunicaciones relacionadas con la orden de compra, será en inglés.

Die einzige offizielle Version von der Bestellung und alle Mitteilungen im Zusammenhang mit der Bestellung werden in englischer Sprache.

採購訂單和採購訂單，與相關的所有通信的唯一的官方版本將在英語語言

Date Effective: November 19, 2024

Supersedes Version: **May 20, 2019**