

GENERAL TERMS & CONDITIONS OF SALE
North America (Customers located in Canada, U.S., and Mexico)

1. Interpretation

Unless you have a current written agreement with Hershey, or any of its affiliates, these General Terms & Conditions of Sale (North America) govern your purchases. “**Hershey**” means The Hershey Company, for itself and on behalf of its affiliates, including The Hershey Sales Company, The Hershey Salty Snacks Sales Company, and The Hershey Salty Snacks Company.

2. Purchase of Products

2.1 You are responsible for ensuring the accuracy of your order (“**Order**”) for Hershey products (“**Products**”).

2.2 You have the right to cancel your Order within twenty-four (24) hours from the time of your order (“**Cooling Off Period**”). You must communicate this cancellation request, in writing, to your applicable Customer Service representative. After the Cooling Off Period, all Orders are irrevocable and unconditional, and Hershey will be entitled (but not obliged) to process such Order(s) without your further consent and without any further notice to you.

2.3 Hershey’s reservation of rights: All Orders will be subject to Hershey’s acceptance in its sole discretion and each Order accepted by Hershey, together with the shipment notice(s) and corresponding invoice(s), will each be a separate “**Customer Contract**.” You acknowledge that unless you receive a notice from Hershey confirming your Order, Hershey will not be party to any legally binding agreements or promises made between Hershey and you for the sale of the Product(s) and accordingly Hershey will not be liable for any losses, direct or indirect, you may incur as a result.

2.4 Customer’s acknowledgement: You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement, or representation made by or on behalf of Hershey which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by either Hershey or Hershey’s agents. You also acknowledge and agree that to the extent allowed under applicable law, the exclusion of warranties, exclusion of liability and exclusion of remedies in these General Terms & Conditions of Sale and any related Customer Contract allocate risks between the parties and permit Hershey to provide the Products at lower prices than Hershey otherwise could and you agree that such exclusions are reasonable.

2.5 Intellectual Property: Unless you have obtained the prior written consent of Hershey, you will not remove or alter the trademarks, logos, copyright notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products. You further agree that any and all intellectual property embodied in or relating to the Products will remain the sole and exclusive property of Hershey or its licensors.

3. Delivery of Products

3.1 Address: Delivery of the Products will occur at the address you specify in your Order and will be made either by Hershey or by Hershey’s agent(s).

3.2 Shipping & packing charges: Shipping and packing charges will be as agreed to between you and Hershey and will be based on Incoterms® 2020.

3.3 Delivery timeframe: You acknowledge that delivery of the Products is subject to availability of the Products and potential supply chain disruptions. Hershey will make every reasonable effort to deliver the Product to you within the applicable delivery timeframe. All delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed, your Product will be dispatched as soon as practicable. The time for delivery will not be of the essence, and neither Hershey nor its agents will be liable for any delay in delivery (regardless of the reason), including no liability for any fines or fees.

3.4 Deemed receipt: If you do not receive the Product by the projected delivery date and, provided that you inform Hershey within 3 days of such projected delivery date, Hershey will try, to the best of Hershey’s ability, to locate and deliver the Product. If Hershey does not hear from you within three (3) days of such projected delivery date, you will be deemed to have received the Product subject to your rights under applicable law.

3.5 Customer’s failure to take delivery: If you fail to take delivery of the Products, unless it is because of a reason beyond your reasonable control or because of Hershey’s fault, you will remain responsible for those Products under the terms of the applicable Customer Contract. Hershey or its agents will safely keep the Products for a commercially practicable period until delivery is made. After the lapse of such period, the Product is deemed abandoned by you, and Hershey will determine the disposition of the Product, at its sole discretion and at your sole cost.

4. Prices of Products

4.1 List Price: The price for the Products will be the applicable list price (“**List Price**”), net of any applicable discounts, allowances, or surcharges.

4.2 Taxes: All List Prices are subject to taxes, unless otherwise stated in the applicable invoice. Hershey reserves the right to amend the List Prices at any time without giving any reason or prior notice.

5. Payment

5.1 General: You may pay for the Product using any of the payment methods prescribed by Hershey from time to time.

5.2 Additional terms: The payment methods may be subject to third-party additional terms.

5.3 Payment methods: You agree that you are subject to the applicable user agreement of your chosen payment method. You may not bring a claim against Hershey for any failure, disruption or error in connection with your chosen payment method. Hershey reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

5.4 Invoicing: Upon delivery of Product to you, Hershey will issue an invoice for the amount of the Products delivered. Payment will be due in accordance with the terms of the applicable invoice.

5.5 Failure to pay: If you fail to make any payment pursuant to the terms and conditions of the payment method elected by you or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Hershey, Hershey will be entitled to cancel the relevant Customer Contracts or suspend delivery of the Products until payment is made in full.

6. No Returns/Non-Conforming Deliveries

6.1 Return Policy: You may not return any Product to Hershey without a written authorization form from Hershey. Returns may be subject to restocking fees.

6.2 Credit Memo for Non-Conforming Delivery: At the point of delivery, you must notify Hershey of any non-conforming delivery by noting such non-conformity on the delivery documents (e.g., bill of lading) with the carrier; Hershey will not accept a notation of “subject to count” on the delivery documents. Within forty-eight hours from the date of delivery of the Product, you must notify Hershey of any hidden non-conforming Product that you did not identify at the point of delivery. A non-conforming delivery occurs if you:

6.2.1 receive a product that does not conform to the Product specifications;

6.2.2 receive damaged Product;

6.2.3 receive the wrong Product; or

6.2.4 receive Product that has missing items.

Hershey will issue you a credit memo upon review and verification by Hershey, and you will have no further claim against Hershey for any non-conforming delivery.

7. Title and Transfer of Risk

Title, and therefore risk of damage to or loss of the Products will pass to you based on your applicable Incoterms as set forth in the order acknowledgement or as otherwise communicated by Hershey.

8. Questions and Complaints

If you have any questions or complaints, please contact your applicable Customer Service representative.

9. Termination

9.1 Cancellation by Hershey: Hershey may stop delivery of any Products in transit, suspend further deliveries to you and/or terminate any relevant Customer Contract with immediate effect by written notice to you if any of the following events occur:

9.1.1 the Products under the Customer Contract being unavailable for any reason;

9.1.2 you are in breach of an obligation under the Customer Contract;

9.1.3 you pass a resolution for winding up or a court of competent jurisdiction makes an order for your winding up or dissolution;

9.1.4 a receiver is appointed for taking possession of or selling any of your assets; or

9.1.5 you make an arrangement with your creditors or apply to a Court of competent jurisdiction for protection from your creditors.

10. Indemnification of Customer by Hershey and Hershey's Insurance Coverage

10.1 Hershey's Indemnification Agreement is available at: https://www.thehersheycompany.com/en_us/home/insurance.html. Except as expressly provided in the relevant Indemnification Agreement to the extent applicable in the U.S., Canada or Mexico, Hershey excludes (unless expressly prohibited by applicable law) all other express or implied terms, warranties or conditions with respect to the Products.

10.2 Evidence of Hershey's insurance coverage is available at:
[*****.thehersheycompany.com/en_us/home/insurance.html](https://www.thehersheycompany.com/en_us/home/insurance.html)

11. General

11.1 **Right to subcontract:** Hershey may delegate and/or subcontract any of its rights or obligations under these General Terms & Conditions of Sale to any affiliate of Hershey or any of Hershey's designated service providers, subcontractors and/or agents.

11.2 **Cumulative rights and remedies:** Unless otherwise provided under these General Terms & Conditions of Sale, the provisions of these General Terms & Conditions of Sale and Hershey's rights and remedies under these General Terms & Conditions of Sale are cumulative and are without prejudice and in addition to any rights or remedies Hershey may have in law or in equity, and no exercise by Hershey of any one right or remedy under these General Terms & Conditions of Sale, or at law or in equity, will (save to the extent, if any, provided expressly in these General Terms & Conditions of Sale or at law or in equity) operate so as to hinder or prevent Hershey's exercise of any other such right or remedy as at law or in equity.

11.3 **Governing law:**

11.3.1 **For all sales to customer in the U.S.:** Except with respect to your applicable Incoterms® 2020 which shall govern delivery of Products under a Customer Contract, all other matters arising out of or relating to these General Terms and Conditions of Sale are governed by and construed in accordance with Pennsylvania law, without giving effect to any choice or conflict of law provision or rule. You agree to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania and agree that the court of proper venue for any dispute arising under a Customer Contract will be the Dauphin County Court of Common Pleas or, if applicable (i.e., diversity of citizenship), the U.S. District Court of the Middle District of Pennsylvania. No course of dealing, usage of trade, or course of performance shall be applicable to any Customer Contract. The 1980 United Nations Convention on Contracts for the International Sale of Goods or any version thereafter will not apply to any Customer Contract.

11.3.2 **For all sales to customers in Canada:** Except with respect to your applicable Incoterms® 2020 which shall govern delivery of Products under a Customer Contract, all other matters arising out of or relating to these General Terms and Conditions of Sale are governed by and construed in accordance with the laws of the province of Ontario (including the laws of Canada applicable in that province), without giving effect to any choice or conflict of law provision or rule. You agree to the exclusive jurisdiction of the courts of Ontario for any dispute arising under a Customer Contract. The 1980 United Nations Convention on Contracts for the International Sale of Goods or any version thereafter will not apply to any Customer Contract.

11.3.3 **For all sales to customers in Mexico:** Except with respect to your applicable Incoterms® 2020 which shall govern delivery of Products under a Customer Contract, all other matters arising out of or relating to these General Terms and Conditions of Sale are governed by and construed in accordance with the laws of Mexico, without giving effect to any choice or conflict of law provision or rule. All disputes arising out of a Customer Contract shall be finally settled under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator appointed in accordance with the said Rules. The seat of arbitration will be Mexico City. The arbitration proceedings will be conducted in Spanish, however parties may present evidence in English without the need of translation. No course of dealing, usage of trade, or course of performance shall be applicable to any Customer Contract. The 1980 United Nations Convention on Contracts for the International Sale of Goods or any version thereafter will not apply to any Customer Contract.