

HERSHEY INDIA PVT. LTD (HIPL)
PURCHASE ORDER TERMS AND CONDITIONS

Effective Date: November 1, 2016

1. Acceptance of this Purchase Order shall form a contract between Hershey India Pvt. Ltd (HIPL) and you (Vendor) for the purchase of goods or performance of work described hereon on such terms, conditions & stipulations set forth in this order. Acceptance of this order shall be in written acknowledgement within 04 days of receipt thereof; failing to which it would be deemed to have been accepted by the Vendor.
2. Unless otherwise indicated, the shipment date(s) for this order are the dates required on the face hereof. No shipment shall be made prior to such date unless previously authorized by us. The number and date of the order should be quoted in all Challans / invoices / relevant documents and each shipment shall be invoiced separately and such invoice shall be sent promptly to the address indicated on the face of this order.
3. HIPL shall raise Purchase Orders on the Vendor from time to time specifying the merchandise and may also specify the quality, quantity, rates, prices, terms of shipment and the timelines, etc. of the supply of merchandise by the Vendor to HIPL and the Vendor shall observe strict compliance with the Purchase Orders raised by us.
4. The Vendor shall at all times observe strict compliance with all applicable provisions of local/ state/ central statutes including but not limited to and to the extent applicable The Food Safety and Standards Act, 2006 and the rules and regulations made thereunder. This warranty is in addition to not in lieu of any other warranties or guarantees made by Seller or created or implied as a matter of law. In the event of any default; the Vendor shall indemnify/reimburse us to the extent of the default as also to any costs of defending any allegations, claims, etc. that may be made on us due to any default by the Vendor.
5. All shipments must be accompanied by Itemized Packing List in duplicate.
6. Any property, goods owned by us which is / are in Vendors custody or control shall be insured by Vendor against loss or damage or allied peril. Upon request, Vendor shall supply us with a certificate of insurance. If such policy is materially changed or cancelled Vendor shall serve notice to us at least within two days prior to such cancellation or material change.
7. HIPL, upon delivery of goods ordered hereunder at HIPLs location, shall have 3-4 days to inspect the goods. Upon inspection, HIPL may reject all non-conforming goods. Said non-conforming goods shall include, but not be limited to, goods which are inferior quality, or shipped contrary to the instructions, or in excess of the quantity specified or substituted for goods ordered or not complying with specifications shown here on or incorporated therein. Upon rejection, HIPL may, at option return the rejected goods to Vendor for full credit at the price charged. Rejected goods shall be removed by the Vendor within 5 days from HIPLs location; rejected goods which are not returned shall be held by HIPL at Vendors expense and risk. Vendor shall be liable for all transportation & inspection costs and all other expenses and losses incurred in

by HIPL in connection with said rejected goods. HIPL reserves the right to have the rejected goods replaced or not replaced by the Vendor.

8. Vendor hereby warrants that all the goods delivered hereunder shall be described in this purchase order; that said goods shall be fit and suitable for the purposes for which they will be used and merchantable and free of any or all defects. This warranty shall be in addition to all warranties implied by the law including the warranty of merchantability and warranty of fitness for a particular purpose. All warranties shall survive to save and keep HIPL free & harmless from any / all loss, damage, direct or consequential or expenses whatsoever which HIPL suffer as result of Vendors failure to fulfill said warranties or any provision of this contract.

9. HIPL may cancel or modify this order and shall not be held responsible for any losses resulting if the fulfillment of any of the terms or provisions of this contract is delayed or prevented by fire, acts of the God, or other casualty, accident, strikes, government acts or without limiting the forgoing, by any other cause not within our control, and which by the exercise of reasonable diligence, we are unable to prevent whether of the class of causes provision in this purchase order, in whole or in part without any cost to us.

10. The remedies here in provided are cumulative and in addition to all other remedies at law and in equity. No waiver of any breach of any provision hereof shall constitute a waiver of such provision hereof or of any other breach. The conduct of HIPL in continuing in whole or in part with any provision of this contract shall not be a waiver of any breach of this contract by Vendor.

11. Time shall be of essence for this order. This is not a firm offer and HIPL reserves the right to revoke it any time prior to the acceptance.

12. No right of interest in this contract/order shall be assigned by a Vendor without our written consent and no delegation of any of obligation owned or of the performance of any obligations by the Vendor shall be made without the our consent. Any attempted assignment or delegation made not in conformity with this paragraph shall be wholly void and ineffectual.

13. All payments to the Vendor shall be subject to taxes as applicable or as specified in the Purchase Orders on such Vendor. In the event HIPL has any claim against the Vendor, HIPL shall be entitled to set-off such claim from any monies due to the Vendor.

14. This purchase order contains the entire agreement of the parties hereto, and acceptance is limited to the terms hereof. HIPL objects to the inclusion of any different or additional terms in Vendors acceptance of this purchase order, and if they are included in Vendors acceptance whether in acknowledgement, acceptance form, invoice or otherwise, a contract/order shall result only upon our terms as stated in this purchase order.

15. RECALL: HIPL will have the sole right, exercisable in its discretion, to initiate and direct the scope, breadth and depth of any recall, market withdrawal, stock recovery, product correction or advisory safety communication, and any and all communications or public statements concerning such an action including communications with

government regulators, that involve the Goods (once title in the Goods passes to HIPL) or any further finished products that are made from or otherwise incorporate the Goods (a "Recall Action"). At HIPL's option, HIPL may direct vendor to, and upon such direction Vendor will, conduct such Recall Action. In the event a Recall Action is initiated or directed by HIPL, vendor agrees to fully cooperate and take all such steps as are reasonably requested to implement the Recall Action in a timely and complete manner. Any and all action taken in connection with a Recall Action will be in accordance with FDA/FSSAI policies and other Laws. Vendor shall also be under the obligation to notify HIPL immediately in the event the Goods are found to have contravened, whether in the vendor's personal knowledge or by notice from any governmental agency, or reasonably be suspected to have contravened any applicable Laws whereupon HIPL may direct vendor to conduct or HIPL may by itself initiate a Recall Action. In any such cases above, vendor will bear the costs associated with: (a) any Recall Action which results from vendor's negligence or willful misconduct; (b) vendor's actual or suspected contravention with any applicable Laws; or (c) Goods that do not comply with vendor's Warranties or HIPL Specifications.

16. HIPL is an equal opportunity employer and does not discriminate against any employee or applicant on the basis of religion, race, caste, colour, sex, age, national origin or qualified individuals with disabilities.

17. All disputes shall be subject to courts of competent jurisdiction in Mumbai.

18. FCPA Clause: Both the parties agree not to make any payments in cash or in kind, either directly or indirectly to any Business Partners for the purpose of influencing the decision of that Business Partners or inducing that Business Partners to influence the decision of another such official. Nothing herein authorizes any of the parties, to make such payment, either directly or indirectly, in the performance of its obligations hereunder nor shall we reimburse any such payments, except permissible payments and/or interactions with Business Partners and the associated penalties and sanctions for non-compliance under the statutes applicable.

19. The parties hereby confirm their express agreement that this Order and all documents directly or indirectly related thereto will be drawn up in English.