

HERSHEY PHILIPPINES, INC. PURCHASE ORDER TERMS AND CONDITIONS

1. CONDITIONS OF ACCEPTANCE: Acceptance of this contract/scheduling agreement/purchase order ("Purchase Order" or "Order") will form a contract between Hershey Philippines, Inc., or its affiliate as identified on the face of this Order as the purchaser of the Goods and Services ("HSY") and the entity identified on the face of this Order as the seller of the Goods and Services ("Seller") for the sale of goods described or services provided, in accordance with and subject to the terms and conditions herein and on the face of this Order, HSY's Ingredient Supplier Expectations, and agreed upon technical descriptions, guidelines or specifications ("Specifications") which are incorporated herein by reference ("Order"). This Order will control and govern all terms and conditions of sale between HSY and Seller. HSY hereby notifies Seller that HSY rejects any attempt by Seller to limit or condition its liability for breach or damages arising out of its performance or non-performance of this Order. The rights and remedies set forth in this Order are cumulative and are in addition to, and not in lieu or exclusive of all rights and remedies to which HSY is entitled under the Civil Code of the Philippines and other applicable laws, except as expressly limited herein. As used herein, "Goods" will mean any goods and/or services which are the subject of this Order and described in the Specifications. By its acceptance of this Purchase Order, Seller represents and warrants that it has the capacity to produce enough Goods to meet HSY's needs for Goods, and that HSY is not obligated to purchase any minimum volume of Goods pursuant to this Purchase Order.

2. ENTIRE AGREEMENT: This Order together with any documents incorporated herein by reference, constitute the sole and entire agreement of the parties hereto 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 Order. Acceptance is limited to the terms of this Order. HSY objects to the inclusion of any different or additional terms in Seller's acceptance of this Order, and, if they are included in Seller's acceptance, whether in an acknowledgment, acceptance form, invoice or otherwise, a contract is perfected only upon HSY's terms as stated in this Order. Even if such different or additional terms are included in Seller's written acceptance, whether in an acknowledgment, order confirmation, acceptance form, invoice or otherwise, those terms will not apply and a contract will be perfected only upon HSY's terms and conditions as stated in this Order. The absence of any objection by HSY to any such terms after receiving them, whether in respect of this Order or in respect of any other past or future Order or transaction, will not constitute consent or agreement to any such additional terms or conditions of Seller on the part of HSY.

3. ASSIGNMENT/CHANGE OF CONTROL: Seller may not assign its rights or obligations under this Order without HSY's prior written consent, which HSY may validly withhold at its sole discretion, and HSY at its option, may unilaterally terminate this Order without penalty, in the event that Seller assigns the Order without consent of HSY. Should Seller attempt to assign its rights or obligations under this Order as a result of a change in control or by operation of law ("Assignment") without such prior written consent from HSY, HSY shall be bound by the Assignment only if the assignee that assumes such Assignment unconditionally assumes the obligations and liabilities of the Seller under this Order and agrees to be bound by the terms and conditions of this Order without any amendments, otherwise, this Order shall be

deemed automatically terminated upon the Assignment, without prejudice to remedies that HSY may have against the Seller for breach of this Order.

4. INVOICING/SHIPPING INSTRUCTIONS: Seller shall: (a) provide HSY all shipping documents per shipment, including, but not limited to separate packing slips, bills of lading, certificates of analysis (ingredients), showing HSY order number, HSY item or mark number, description of the Goods, and quantity shipped, and any other documents that may be necessary for HSY to obtain delivery and release of the Goods, (b) promptly forward each invoice to the address indicated on the face of this Order, (c) accept payment according to the terms on the face of this Order, (d) include any applicable cash discounts on all invoices, (e) on all prepaid shipments chargeable to HSY, attach transportation receipt to the invoice, as HSY will only pay for actual freight cost incurred, (f) notify HSY: (i) number of packages, size, weight; (ii) method of protection during shipment; and (iii) method for storage and protection upon arrival at destination.

5. GOODS: The Goods will strictly conform in all respects to the description and quantities on the face of this Order, and/or HSY's then current Specifications, otherwise, they shall be considered non-conforming Goods ("Non-conforming Goods"). Without limiting the foregoing, the Goods will be new, of first class commercial type and of the latest approved design, unless otherwise specified on the face of this Order. Workmanship, materials, and all inputs will be of the best quality and free from defects that might render the Goods unsuitable or inefficient for the purpose for which it is to be used. Seller warrants and guarantees the quality of its Goods for the period of time normally specified for the type of Goods involved, which in any event will not be less than one (1) year. During the warranty period, all Goods or parts disclosing defects in design, material and/or workmanship will be replaced and delivered by Seller, without cost or delay to HSY. All warranties will survive acceptance of and payment for the goods delivered hereunder, and Seller agrees to indemnify and save and keep HSY free and harmless from any and all loss, damage, direct, indirect or consequential, or expense whatsoever including attorneys' fees, which HSY may suffer as a result of Seller's failure to fulfill said warranties or any provision of this contract. This warranty is in addition to and not in lieu of, any other warranties or guarantees made by Seller or created or implied as a matter of law, including the warranty of merchantability and the warranty of fitness for a particular purpose. The above warranties, as well as all other warranties contained herein, including, without limitation, the warranties in paragraphs 9, 11, 15, 22, 26 and 27 are collectively referred to as the "Warranties".

6. TRAVEL AND LIVING EXPENSES: Seller shall not be entitled to payment for travel or living expenses unless Seller receives written prior approval from HSY. All reasonable travel and living expenses shall be at cost only.

7. EQUIPMENT TERMS: If Seller is providing Equipment to HSY, Seller shall abide by the following terms:

(A) **EQUIPMENT WARRANTY:** The warranty shall be for twelve (12) months from the date of successful Site Acceptance Testing (SAT) and HSY acceptance. No limitation of hours shall apply during the warranty period. The warranty shall be inclusive of all expenses for parts, shipping, labor, and travel.

(B) SPARE PARTS: Furnish a recommended spare parts list, minimum of 45 days prior to shipment, including the Original Equipment Manufacturer (OEM) part numbers with current pricing. Describe your spare parts ordering process including ordering procedures, parts origination, stocking location, lead times for quotes and order release, etc.

(C) BANNED MATERIALS: HSY will not accept equipment deliveries which contain any of the following banned materials:

- (i) Glass (except lamps totally covered by plastic lenses). All equipment components where glass is normally used shall utilize shatter-resistant materials.
- (ii) Mercury
- (iii) Asbestos
- (iv) Wood
- (v) Non-food grade lubricants (except for special applications approved by HSY)
- (vi) Fiberglass (except for building insulation and control boxes approved by HSY)
- (vii) Polychlorinated biphenyls (PCBs)
- (viii) Lead
- (ix) Chromates
- (x) Exposed silver or silver plating

(D) APPROVAL DRAWINGS: All approval drawings submitted for review shall be in English. All final documentation shall be in English and in AutoCAD (.dwg) format. Release 2010 format is preferred but release 2004 thru 2010 format is acceptable. Older formats are not acceptable. Cut sheets must also be in the above referenced AutoCAD format. Adobe Portable Document Format (PDF), Tagged Image Format (TIF), Bitmap (BMP), Joint Photographic Experts Group (JPEG) or any other image formats are not acceptable.

(E) SOFTWARE: All software programs (Code, Electronic Theatre Controls (ETC.)) shall be in English and/or in the language of the country of the equipment's installation. Please provide this cost in a separate line item. In addition, all program software licenses must be supplied to HSY. Minimum quantity requirement shall be at least one (1) software license per plant as well as all associated media to be provided to the local HSY Plant. Please provide this cost as separate line items and with indication of the number of copies to be provided. Ensure you supply the name, address and contact information for replacement parts as well as local support for local HSY Plant use.

(F) LANGUAGE TRANSLATION: If language translation is necessary, prior to translating any documents, please provide a line item cost to HSY in regards to the necessary documentation for equipment and equipment interface requirements (e.g. replacement parts, drawings, operating manuals, maintenance manuals, operator interfaces, control panels, installation manuals, and plc comments). Translation materials

will only be necessary as part of final documentation only. As part of final documentation, one compact disc (cd) in English and translated version to be provided to the HSY contact thirty (30) days prior to shipment. All other copies (cd and hard copy) to be included and furnished with equipment delivery.

(G) **SHIPPING:** The HSY purchase order number must be clearly shown on all bills of lading. Shipping charges by any other means without prior HSY procurement approval will not be honored. If shipping originates from outside of the United States of America, all pallets/crates must be heat treated and IPP stamped. The IPP symbol designates pallets that have been treated according to the Commission on Phytosanitary Measures for pests of plants and plants products.

8. SUPPLIER DIVERSITY: HSY is committed to diversity and inclusion of our workforce, customers, consumers, and suppliers. We encourage diverse suppliers, contractors and sub suppliers to bid on opportunities to provide HSY with high quality goods and services

9. INFRINGEMENT: Seller represents and warrants that Goods sold hereunder and any uses proposed by Seller or reviewed by HSY with Seller do not violate the trademark, patent, copyright, trade secret or other intellectual property rights of any person or entity in any jurisdiction, and Seller will defend HSY and save it harmless for misappropriation of trade secrets, unfair competition and trademark, patent, copyright or other intellectual property infringement which may arise out of the use or sale by HSY of the Goods herein ordered.

10. GOVERNING LAW AND DISPUTE RESOLUTION: This Order between HSY and Seller will be governed by and subject to the laws of the Republic of the Philippines without regard to conflicts of law principles. It is specifically agreed that this Order will not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sales of Goods.

Any dispute arising out of or in relation to this Order, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the Philippine Dispute Resolution Center Inc. ("Rules") by a sole arbitrator or three arbitrators appointed in accordance with the said Rules. The seat and venue of the arbitration shall be in Metro Manila and the arbitration shall be conducted in English.

In all cases where unilateral termination is allowed under this Order, it is understood that prior resort to arbitration shall not be required for purposes of exercising said right. The parties waive any right to insist on prior resort to arbitration to the fullest extent allowed under applicable law. In the event either party disputes or questions the exercise by the other of the right to unilaterally terminate this Order, it is agreed that pending the determination of the issue of whether this Order may be terminated, the parties' obligations under the Order, except those which are intended to survive the termination or expiration of this Order, shall be deemed suspended. It is further understood that the party who disputes the unilateral termination will shoulder all costs, including attorney's fees, should the termination be found to be proper.

11. FOOD SAFETY AND QUALITY: Seller guarantees and warrants that any materials sold by it hereunder will not at the time of delivery to HSY, or when used as intended by HSY, be

adulterated or misbranded within the meaning of the Philippine Food and Drug Administration Act of 2009, as amended ("FDA Law") and any other applicable laws and will comply in all respects with all applicable regulations, including those issued by the Philippine Food and Drug Administration ("FDA"), Philippine Department of Agriculture and other relevant regulatory bodies in the Philippines. 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.

12. DELIVERY: (a) Time is of the essence on all deliveries. Unless otherwise indicated, the delivery date(s) for this Order are the dates required on the face hereof for the delivery of the Goods ("Delivery Date") in the quantities and manner specified in this Order. HSY may cancel or modify this Order and will 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 God, or other casualty, accident, strikes, government acts, or, without limiting the foregoing, by any other cause not within the control of HSY, and which, by the exercise of reasonable diligence HSY is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If Seller breaches, defaults, delays or otherwise fails to comply with any provision in this Order, HSY may cancel this Order, in whole or in part, without cost to HSY. (b) Seller may not rely on a course of performance, prior course of dealings or trade usage to imply an agreement to extend the specified Delivery Date. (c) If Delivery Date(s) cannot be met, Seller must immediately inform HSY in writing, prior to the Delivery Date, of Seller's best possible reasonable Delivery Date(s) subject to HSY's acceptance. In addition to any other rights and remedies HSY may have under this Order or provided by applicable law, if deliveries are not made at the time agreed upon, HSY may opt to (i) request that Seller ship the Goods by different and/or expedited delivery (cost of alternative means of or expedited shipment to be borne exclusively by Seller), or (ii) cancel this Order and terminate the contract, in whole or in part, by providing written notice to Seller, and HSY shall have the right to purchase comparable Goods elsewhere and Seller shall be accountable and shall indemnify HSY for any loss, additional cost claims, damages and expenses arising from such expedited delivery or cancellation or from Seller's failure to meet the Delivery Date. (d) The Goods may not be manufactured, packaged, stored, sampled or tested at or shipped from any location other than the facility on the face of this Order or the Specifications without HSY's prior written consent. (e) All Goods to be delivered to HSY under this Order, and any property owned by HSY which is in Seller's care, custody, or control, will be insured by Seller against loss or damage resulting from fire, or allied perils. Property insurance will be provided on an all risk basis, subject only to standard industry exclusions. The Goods to be delivered to HSY and the property of HSY will be insured for replacement cost, with HSY to be included as loss payee. Upon request Seller will supply HSY with a Certificate of Insurance, meeting the requirements of HSY as determined in its sole and absolute discretion, covering the same and listing Seller as insured and HSY as loss payee providing that HSY will receive at least thirty (30) days prior written notice to such cancellation or material change. Seller will also maintain in force, reasonable comprehensive general and product liability insurance, automobile liability, and workers' compensation insurance.

13. AUDIT/INSPECTION: (a) The Goods and the place of manufacture of the Goods ordered hereunder are subject to audit, review, inspection and/or test by HSY or an agreed-upon third party, at the option of HSY (and without obligation to do so) at reasonable times and places either before or after acceptance. Acceptance will not be conclusive as to latent defects, fraud or any other similar issue not known by HSY. (b) HSY will not be under any obligation to inspect

the Goods. Any inspection by HSY will not absolve Seller of any liability or constitute an acceptance of any Non-Conforming Goods. (c) Seller will promptly pay, reimburse and indemnify HSY for all costs and damages incurred by HSY, including, without limitation, lost profits, costs for packaging, handling, transportation, recall, destruction, production, and other administrative costs including legal fees, which arise or result from the delivery of Goods by Seller not in accordance with the Warranties, Specifications or any other terms and conditions herein. (d) Acknowledgment of receipt on packing slips, bills of lading or other documents will not constitute acceptance. HSY may inspect Goods that are delivered in quantity by sampling; however, such sampling will not constitute acceptance of all such Goods as a unit. (e) If any Goods are Non-Conforming Goods, defective or otherwise not in conformity with the requirements of this Order, HSY may reject them or require correction(s) or replacement(s). There will be an adjustment of any payments made for rejected Goods, either by Seller's refund or by a deduction from HSY's subsequent remittances. Rejected Goods will be removed and the Goods will be corrected or replaced promptly at Seller's expense and, if returned, will be identified by Seller. If rejected Goods are not promptly replaced or if Non-Conforming Goods are not promptly corrected. HSY may, at its option, elect to perform some or all of the following nonexclusive actions: (i) obtain such Goods or similar Goods elsewhere and charge Seller with any cost increase caused thereby; (ii) terminate this Order for default under paragraph 17; (iii) accept the Goods at a reduced price; and/or (iv) seek other remedies and damages.

14. WORK ON HSY'S PREMISES: If this Order covers labor, contract or construction work or work of any nature on HSY's premises, all such work will be performed in compliance with HSY's Contractor Rules and Regulations, Contractor Insurance Requirements, General Conditions and/or other guidelines, and applicable laws and regulations on contractors, which are hereby made an integral part of this Order. Seller agrees it has no authority to hire any persons on HSY's behalf and each person employed or used by Seller will be Seller's employee, agent or affiliate and not HSY's. Seller is performing all of said work as an independent contractor and shall comply with any applicable laws or regulations for this purpose. Prior to commencing work, Seller will provide certificates evidencing adequate insurance indemnifying Seller and HSY against all such claims and naming HSY as an additional insured. Seller shall perform all of its duties under this Order independently and using its own discretion unless approval is otherwise expressly required under this Order. Except as expressly provided herein, nothing in this Order shall: (a) constitute either party as the agent or contractual representative of the other party for any purpose whatsoever; (b) give either party control over the day-to-day activities, managerial practices, financial administration or personnel practices of the other party; (c) allow Seller to create or assume obligations on behalf of the HSY; or (d) constitute the parties as franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

15. NON CONFORMING GOODS: Seller will not substitute Non-Conforming Goods or back order such Goods without HSY's prior approval, and HSY may reject all or part of any shipment which contains non-conforming Goods. No such Goods will be deemed part of a commercial unit requiring acceptance of their entirety.

16. CHANGES AND PRICE ADJUSTMENT: Any changes, substitutions, amendments, cancellation, extensions, revisions or modifications of this Order, in whole or in part and on one or more occasions, will not be invalid or unenforceable because of lack of consideration,

provided that said changes, substitutions, amendments, cancellation, extensions, revisions or modifications, are in writing, authorized and confirmed by HSY. No increase in price will take effect, be implemented or bind HSY without HSY's prior written acceptance.

17. TERMINATION FOR DEFAULT: If Seller fails to deliver the Goods within the Delivery Date and time specified, or the Seller delivers Non-Conforming Goods or otherwise Goods that are not in accordance with the terms and conditions of this Order, or otherwise defaults, delays or breaches its obligations under this Order, HSY may terminate this Order in whole or in part (reserving its rights to damages and otherwise at law and equity) by providing written notice to Seller. In the event of partial termination for default: (a) Seller will continue performance of any non-terminated portion of this Order, and HSY may obtain elsewhere the portions of the Goods affected by the termination; and (b) HSY may, at its option, require Seller to transfer to HSY all materials, work in process, completed supplies, tooling, plans and Specifications allocated to the terminated portion of this Order. HSY will, in this event, pay Seller the fair value of such items.

18. TERMINATION: HSY may terminate this Order in whole or in part, without incurring penalty or being considered in breach of this Order, at any time whenever the Goods specified herein are no longer required by HSY and for any other reason, upon written notice to the Seller within 30 days prior to the effective date of the termination. If upon such termination, HSY and Seller cannot negotiate a mutually satisfactory settlement within a reasonable time, HSY will pay Seller, and Seller will accept without duplication of any items, as full settlement: (a) Contract price for completed items; or (b) Seller's direct cost which has been incurred and as allocated to terminated portion of this Order, or (c) Reasonable direct costs of Seller in settling claims arising out of this termination, and in protecting property in which HSY has or may acquire an interest. In no event will HSY be liable for any consequential, indirect, special or punitive damages.

19. TAXES: Prices stated in this Order are exclusive of value-added tax and other applicable taxes in effect on the date hereof and levied or assessed with respect to the production, sale or use of the Goods covered by this Order or components thereof.

20. CONFIDENTIAL INFORMATION: Seller will not use, publicize, release or disclose to third parties any information concerning this transaction, the Goods, formula(s) and/or process(es) involving the subject matter of this Order without the prior written consent of HSY. Upon the expiration or termination of this Order, and upon written request from HSY, Seller will: (a) promptly deliver to HSY confidential information in any format; or (b) destroy all confidential or proprietary information related to HSY in its possession and provide written verification of such action.

21. INTELLECTUAL PROPERTY: Seller understands and agrees that nothing in this Order, nor in the disclosure of HSY confidential information will convey ownership, title, or any other rights for license thereto to Seller or any person in privity therewith to any proprietary right of HSY, including, without limitation, trade secrets, inventions and patent rights.

22. EQUAL OPPORTUNITY: To the extent applicable, the Seller is an EEO/AA employer and will comply with Executive Order 11246 and all other related applicable regulations as well as 41 C.F.R. §§ 60-1.4(a), 60-250.5 (a), 41 C.F.R. § 60-300.5(a) and 60-741.5(a), Section 503 of

the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Act of 1974.

23. WORK MADE FOR HIRE: Unless otherwise noted on this Order or via a separate agreement with HSY, all creative materials and production materials (including drawings) ordered or developed hereunder as well as any inventions or improvements (patentable or otherwise) which are created using HSY confidential information, will be deemed to be “work made for hire” which is owned by HSY and which may be used by HSY in its sole discretion. All such materials (including drawings) will be marked as follows: “This information is the confidential property of The Hershey Company and will not be copied in whole or in part without the prior express written permission of The Hershey Company.” Failure to so mark materials will not waive any of HSY’s rights thereto. Seller agrees to cooperate with HSY in perfecting HSY’s patent and copyright rights to such materials and to execute any such documents as requested by HSY.

24. TITLE: Title to the Goods will pass to HSY’s warehouse or facilities, unless otherwise stated on the face of this Order or considered as Non-Conforming Goods. Seller represents and warrants that good title to the Goods will pass free and clear of all charges, claims and liens of any nature. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the warehouse or facilities of HSY.

25. INDEMNIFICATION & DAMAGES: Seller will indemnify and hold harmless HSY and its agents, employees, officers, directors, subsidiaries, affiliates, successors and assigns from and against all liens, claims (including third party claims), encumbrances, demands, losses, attorneys’ fees (“Claims”), arising out of or resulting from Seller’s performance of its obligations under this Order, use of HSY owned property or equipment, breach of the Warranties, any work done on HSY’s premises in connection with this Order or Seller’s negligence, fault or misconduct. This obligation will not extend to Claims to the extent caused by HSY’s gross negligence or willful misconduct. Seller will be responsible for all damages, costs and expenses to HSY that result from Seller’s breach of any term, condition or Warranty in this Order including Seller’s failure to produce Goods according to this Order and HSY’s Specifications. Such damages will include, without limitation, any expenses or increased costs of alternative products, business interruption losses (i.e., lost profits based upon inability to fulfill customer demand) and all other direct and consequential damages. Seller will also be responsible for HSY’s costs of any Goods which cannot be utilized and other expenses directly resulting from capacity conflicts or limitations not identified to HSY in time to prevent such losses.

26. COMPLIANCE WITH LAW: Seller agrees and warrants that it is complying and will comply with the FDA Law, rules and regulations all applicable government laws, regulations, orders and rules of the Philippines, and its laws of incorporation, as the case may be, in respect of the manufacture, production, sale, distribution and such other activities in relation to the Goods, including but not limited to those in respect of food, and the performance of Seller's obligations under this Order. (“Laws”) and Seller has not and will not engage in any activity, practice, or conduct that would constitute an offense under those Laws. Seller shall disclose any “conflict minerals,” as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related rules and regulations as in effect from time to time (collectively, “Section 1502”), used in the production of any Goods, and, in the event such materials are used,

shall submit, as applicable, either (i) Seller's report filed with the Security and Exchange Commission under Section 1502, or (ii) a description reasonably acceptable to HSY of measures taken to assure the appropriate sourcing and chain of custody of such materials.

Seller also warrants that it is in full compliance with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any and all similar regulations in the jurisdiction(s) in which it operates. Seller acknowledges that it has in place procedures adequate to ensure compliance with these Laws by its officers, employees, agents and any other third party or person associated with Seller in the performance of this Order. In relation to this Order, Seller further agrees that it shall not make, offer, or promise to make any payment or transfer anything of value, directly or indirectly, to any third party knowing, or suspecting, that such third party will give the payment, or a portion of it, to any entity or individual for any improper benefit. Additionally, Seller certifies that it conducts all operations in accordance with, and all Goods are produced under, an appropriate Food Defense Plan that complies with the requirements of the U.S. Customs-Trade Partnership Against Terrorism, the U.S. Maritime Transportation Security Act of 2002, or the U.S. Department of Agriculture Food Safety and Inspection Services model. Seller also will conduct its business in an environmentally responsible manner, in compliance with applicable Laws and the HSY Supplier Code of Conduct, which is hereby incorporated by reference. If HSY receives credible evidence that Seller has not done so, HSY may terminate this Order, refuse to take delivery under same and return any Goods delivered hereunder and obtain reimbursement therefore.

27. FDA GUARANTY: Seller guarantees and warrants that the Goods will not at the time of delivery to HSY, or when used as intended by HSY, be adulterated, misbranded or prohibited from distribution and sale, or render or cause HSY foods to be adulterated, misbranded or prohibited from distribution and sale under the U.S. Federal Food, Drug and Cosmetic Act, the U.S. Federal Meat Inspection Act, the U.S. Poultry Products Inspection Act, or any other comparable law governing the safety, production, marketing, labeling, distribution or sale of food. This guaranty 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.

28. PACKING AND MARKING: Seller shall package all Goods shipped under this Order in accordance with the requirements in this Order, or, if requirements are not specified, in accordance with standard commercial practices customary for similar shipments. When shipping any Goods that are food or food packaging, Seller will ship the Goods under sanitary conditions using carriers suitable for the transport of such Goods that will not render the Goods contaminated with filth, injurious to health, or otherwise adulterated (e.g., carriers that have not been used to transport garbage, waste or other refuse). In each master carton or container in which Goods are shipped, Seller shall include a certificate of analysis, bill of lading, and packing list indicating this Order number, description, quantity, HSY item numbers, and other identifying information corresponding to the information in this Order. Seller shall clearly mark all packages in accordance with all applicable laws and shall label each unit of the Goods with the country of origin, weight, and name of manufacturer. Seller shall ensure that a receiving document/proof-of-delivery is issued to HSY for any shipment made to a third party location. All costs, fines or penalties incurred or assessed due to improper packing or marking will be Seller's responsibility, and if paid by HSY, will be deducted from amounts owed to Seller.

Seller will notify HSY of the number of packages, size, weight, method of protection during shipment and method of storage and protection upon arrival at destination.

29. LABOR AND ENVIRONMENTAL STANDARDS: Seller will conduct its business in an environmentally responsible manner, in compliance with applicable environmental laws, rules and regulations and in accordance with the HSY Supplier Code of Conduct, the terms of which are incorporated herein by reference. If HSY receives credible evidence that Seller has not done so, HSY may cancel and terminate this Order by providing written notice to the Seller within 7 days from the effectivity of the termination and refuse to take delivery under same and may return goods delivered hereunder and obtain reimbursement therefore without incurring penalties or being considered in breach of this Order.

30. RECALL: HSY 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 (a "Recall Action"), and any and all communications or public statements concerning such an action (including communications with government regulators), that involve the Goods (once title passes to HSY) or any finished products that are made from or otherwise incorporate the Goods. At HSY's option, HSY may direct Seller to, and upon such direction Seller will, conduct such Recall Action. In the event a Recall Action is initiated or directed by HSY, Seller agrees to fully cooperate and take all such steps as are reasonably requested to implement the Recall Action in a timely and complete manner. All actions taken by Seller in connection with any Recall Action shall comply fully with the U.S. Federal Food, Drug and Cosmetic Act, and any other applicable laws. Seller will bear the costs and losses associated with: (a) any Recall Action which results from Seller's negligence or willful misconduct; or (b) Goods that do not comply with Seller's Warranties or HSY Specifications.

31. SURVIVAL: All representations and Warranties of the Seller, all rights and remedies of HSY and any other provisions hereof which by their express terms or by implication are to survive, will survive the termination or other expiration of this Order.

32. WAIVER: HSY's failure to enforce any provision of this Order or to require performance by Seller will not be construed as a waiver of such provision nor affect the validity of the Order or any part thereof, or HSY's right to enforce any provision thereafter. HSY's rights under this Order are in addition to, and not in lieu of, any other remedies available under the Civil Code, other applicable laws or principles of equity.

33. PUBLICITY: Seller agrees not to publish or use any advertising, sales promotion or publicity matter in which HSY's name is mentioned.

34. SEVERABILITY: Each provision of this Order is severable and if any provision will be finally determined to be invalid, illegal or unenforceable ("Invalid") in any jurisdiction, the remaining provisions will not be affected thereby, nor will said provision be Invalid in any other jurisdiction.

35. LANGUAGE AND CURRENCY: The parties hereby confirm their express agreement that this Order and all documents directly or indirectly related thereto will be drawn up in

English. Unless otherwise stated on the front of this Order, all payments and other financial requirements required under this Order will be in the currency of United States Dollars, Philippine Peso or, subject to applicable laws and regulations, in such other currency that HSY and Seller may agree upon.