

HERSHEY PURCHASE ORDER TERMS AND CONDITIONS

- 1. DEFINITIONS:** “**Order**” means these Hershey Purchase Order Terms and Conditions (these “**T&Cs**”), together with the purchase order to which they are attached physically, electronically, or by reference, and any other document incorporated by reference or attached to such purchase order. “**Goods**” means any goods described on the face of this Order. “**Services**” means any services described on the face of this Order.
- 2. ACCEPTANCE; NO ADDITIONAL TERMS:** This Order forms a contract between The Hershey Company, a Delaware corporation, 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/or Services (“**Seller**”) for the sale of the Goods and/or Services, subject to the provisions of this Order. These T&Cs govern this Order if the HSY Affiliate identified on the face of this Order is in the U.S. Unless accepted earlier, shipment of any Goods or performance of any Services constitutes Seller’s acceptance of this Order (including these T&Cs), regardless of whether Seller has signed or acknowledged this Order. No other terms in any document given by Seller shall in any way govern this Order, modify or supersede any of the terms of or otherwise have any effect on this Order, or be binding on HSY. HSY hereby expressly rejects all such other terms and the absence of any objection by HSY to any such terms after receiving them will not constitute consent or agreement to any such term on the part of HSY. The terms on the face of this Order will prevail over these T&Cs, in the event of a conflict between such terms. Notwithstanding anything herein to the contrary, if this Order is issued pursuant to an existing agreement between HSY and Seller (the “**Existing Agreement**”), then the provisions in the Existing Agreement will prevail over any terms on the face of this Order and/or these T&Cs, in the event of a conflict between such terms.
- 3. QUANTITIES:** Quantities will be as set forth on the face of this Order.
- 4. SCHEDULE:** Seller shall deliver the Goods and perform the Services in accordance with the schedule set forth on the face of this Order (the “**Schedule**”). Timely delivery of all Goods and performance of Services under this Order is of the essence. HSY has the right to reject any early delivery of Goods. The failure or delay of either party to perform any obligation under this Order by reason of earthquake, flood, fire, acts of God, riots, wars, terrorist incidents, or acts of government, each of which are beyond such party’s reasonable control (“**Force Majeure**”), shall not be deemed to be a breach of this Order, provided the party so prevented from complying herewith shall (a) have provided notice of such event to the other party (including an explanation of the Force Majeure and its cause and status), (b) have used reasonable due diligence to avoid such Force Majeure or ameliorate its effects, and (c) continue to take commercially reasonable actions to comply as fully as possible with the provisions of this Order. HSY may terminate or modify this Order in the event of any Force Majeure affecting either party’s performance under this Order. In the event of any delay in the Schedule not caused by Force Majeure, Seller will notify HSY immediately of such delay and of a new proposed schedule, which will be subject to HSY’s acceptance. If HSY does not accept the new proposed schedule, the initial Schedule will remain binding on Seller, and HSY may (a) require Seller to expedite the shipment of the Goods by means selected by HSY or (b) terminate this Order, in whole or in part, and obtain replacement goods or services from alternative suppliers. Seller will be solely responsible for the cost of the expedited shipment of the Goods and any costs or damages incurred by HSY in connection with the delayed Goods or Services, including the difference between the cost of replacement goods or services from alternative suppliers and the Price of the delayed Goods or Services and for any other cost or damages incurred by HSY in connection with the delay. Seller shall allocate any shortage of Goods proportionately among Seller’s obligations to HSY under this Order and to Seller’s other regular customers then under contract, and Seller waives its rights under 13 Pa. Cons. Stat. § 2615(2) to allocate capacity to regular customers not then under contract.
- 5. PRICE:** The unit price on this Order (the “**Price**”) constitutes the entire compensation for the Goods

and Services, unless specifically stated otherwise, and includes any charges for labor, technical and professional services, materials, overhead, profit, packaging and preparation for shipment, loading, freight, insurance, transportation and all federal, state and local fees, tariffs, duties, levies, and taxes (exclusive only of any U.S. sales or use taxes). Unless otherwise provided for in the Delivery Term (as defined in Section 9), HSY will not be responsible to Seller for any charges other than the Price and any U.S. sales or use taxes.

6. INVOICES: Seller shall issue the invoice to HSY to the address indicated on the face of this Order with each shipment of Goods. For Services, Seller shall issue the invoice(s) upon completion of the Services or otherwise in accordance with the schedule agreed upon by the parties. Seller shall not invoice, and HSY shall not be responsible for the payment of, any amounts that are invoiced more than thirty (30) days past the date of delivery of the Goods or performance of the Services to which such amounts apply. Each invoice shall be accompanied by all required documentation necessary to support all charges. Seller shall include any freight cost as a separate line item on and shall attach a copy of the freight bill to, the invoice. Seller shall identify sales and use taxes, applicable rebates, and discounts separately on each invoice. Seller shall separately state charges for Services from charges for Goods on each invoice. Any invoice submitted to HSY in an improper format or without the required documentation will be returned unpaid to Seller for correction and resubmission.

7. PAYMENT: HSY will pay all undisputed and properly documented invoices within one hundred and twenty (120) days of receipt unless otherwise set forth on the face of this Order. HSY may withhold payment of any amounts it disputes in good faith. No payment by HSY of any invoice will be deemed HSY's acceptance of the Goods or Services described on the invoice.

8. 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.

9. DELIVERY: Without HSY's prior written consent, the Goods may not be manufactured, packaged, stored, sampled, or tested at or shipped from any location other than Seller's facility identified on the face of this Order or in the Specifications. Seller will deliver the Goods at the place of delivery stated on the face of this Order in accordance with the applicable Incoterms® 2020 delivery term and any other stipulated delivery terms stated on the face of this Order (the "**Delivery Term**"). Risk of loss of the Products will transfer from Seller to HSY in accordance with the Delivery Term. Title to the Goods will transfer from Seller to HSY at the time that risk of loss of the Goods transfers pursuant to the preceding sentence.

10. INSPECTION: Seller shall make the Goods and the place of manufacture of the Goods available for audit, review, inspection, and testing by HSY and its designees at reasonable times either before or after acceptance of the Goods. HSY shall have the right, but not the obligation, to inspect all Goods at the

destination, and all Goods will be subject to acceptance by HSY at the destination. HSY's acceptance of any Goods will not be deemed evidence that such Goods conform to this Order, including the Specifications, and will not be conclusive as to latent defects, fraud, or any other similar issue. Inspections will not relieve Seller of its obligation to provide Goods that comply in all respects with the requirements of this Order, including the Specifications. Acknowledgment of receipt will not constitute acceptance. HSY may inspect Goods that are delivered in quantity by sampling; except that such sampling will not constitute acceptance of all such Goods as a unit. If HSY determines, in its sole discretion, that any Goods are Nonconforming Goods or otherwise fail to conform to this Order, HSY may, in its sole option, reject all or part of any shipment that contains such Goods.

11. FACILITIES; PERSONNEL: If the Services will be performed on HSY's premises, Seller shall comply with HSY's Contractor Rules and Regulations, Contractor Insurance Requirements, General Conditions, and any other guidelines, which Seller shall have the duty to request and HSY will communicate to Seller, and which are hereby incorporated by reference. Seller shall provide Services through its bona fide employees or permitted subcontractors having a skill level appropriate for the Services. To the fullest extent permitted by applicable law, Seller shall carefully interview, screen, and check its employees and prospective employees to determine suitability for the performance of the Services. HSY may require Seller to remove any of Seller's employees or approved subcontractors from the performance of the Services at any time and for any reason.

12. 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. Travel to the job site shall be absent of all mark-up and profits. The rate charged shall be the base rate payable to Seller's employees. Guidelines for travel and living expenses (hotel, rental car, per diem) shall conform to the U.S. General Services Administration (GSA) rate for the given geography of where Services will be performed. These guidelines are not-to-exceed values and should not be interpreted as actually billable amounts for travel and living expenses. The following link has been provided to assist Seller: <https://www.gsa.gov/>

If travel will be for a period of greater than one week, Seller shall contact the HSY Project Manager to review the HSY rates to be used for travel and living expenses. The quoted HSY rates will need to be evaluated against the external rates received to ensure the most competitive rate will apply.

Seller shall book travel in advance (minimum of 14 days), when practical, to secure the best airline rates possible. Car mileage reimbursement rate shall not exceed the allowable U.S. IRS rate at the time of travel.

13. CHANGE ORDERS: No change orders to the Order will be accepted without prior written approval by HSY. Change order requests shall be submitted in writing to HSY for review and acceptance. Work should not begin on additional scope until HSY has provided approval in the form of a revised Order or otherwise in writing.

14. EQUIPMENT TERMS: If Seller is supplying 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 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 forty-five (45) days prior to shipment, including the original equipment manufacturer part numbers with current pricing. Seller shall describe the spare parts ordering process including ordering procedures, parts origination, stocking location,

lead times for quotes and order release, etc.

(C) **BANNED MATERIALS:** Equipment shall not 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;
- (xi) PFAS compounds, comprised of the class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom; and
- (xii) ortho-phthalates, comprised of the class of organic chemicals that are esters of phthalic acid and that contain two carbon chains located in the ortho position.

(D) **APPROVAL DRAWINGS:** All approval drawings submitted for review shall be in English. All final two-dimensional design documentation shall be in English and in AutoCAD Drawing (.DWG) format. AutoCAD Version 2020 or newer is preferred, but previous versions are acceptable. Standard 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 for final design documentation. Any three-dimensional models are preferred to be submitted in 3D AutoCAD Drawing (.DWG) format. Other Autodesk-compatible file types, such as .IPT, .IAM, .STP, .STEP, .RVT, .RFA, etc. may be accepted at HSY's sole discretion. The removal of excess detail or proprietary internal components from 3D models is acceptable and encouraged.

(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. In addition, all program software licenses must be supplied to HSY. Minimum quantity requirement shall be at least one (1) software license per HSY plant as well as all associated media, user documentation, and applicable end user license agreement terms to be provided to the local HSY plant. Seller must provide this cost as separate line items and indicate the number of copies to be provided. The name, address, and contact information for replacement parts as well as local support for local HSY plant use must be provided to HSY.

(F) **LANGUAGE TRANSLATION:** If any 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) need to be translated into another language, Seller shall provide a line item cost to HSY and obtain HSY's approval prior to proceeding with such translation. Seller shall provide translated materials to HSY as part of final documentation, with one copy of removable media containing the softcopy provided to HSY thirty (30) days prior to equipment delivery and all other copies (hardcopy and additional copies of removable media) provided to HSY at the time of equipment delivery.

(G) **SHIPPING:** If shipping originates from outside of the U.S., all pallets/crates must be heat treated and IPP stamped. The IPP symbol designates pallets that have been treated according to the standards adopted by the Commission on Phytosanitary Measures for the prevention of introduction and spread of pests.

15. WARRANTIES: Seller represents, warrants and covenants that (a) all Goods delivered under this Order will (i) conform strictly to the technical descriptions, guidelines, specifications and other requirements communicated by HSY to Seller (the “**Specifications**”), (ii) be free from defects in materials, workmanship, and design, (iii) be fit for their intended purpose, (iv) be of first quality and made of new materials and components, and (v) be manufactured and shipped in accordance, and will conform in all respects, with all applicable Laws, (b) title to all Goods will be good, and its transfer rightful, and that the Goods will be free from all security interests, claims, demands, liens and other encumbrances, and (c) the Services performed under this Order will (i) be performed in a good, prompt and diligent manner and in strict accordance with all conditions and requirements contained in this Order and (ii) reflect the level of skill, knowledge and judgment required or reasonably expected of suppliers performing comparable services. If HSY discovers that any Good or Service fails to conform to any the above warranties (as applicable, a “**Nonconforming Good**” or “**Nonconforming Service**”), HSY shall give Seller written notice of the nonconformity within a reasonable time after discovery. Seller, at HSY’s option and at Seller’s sole expense, shall promptly retrieve Nonconforming Goods and (y) repair, replace (by expedited shipment, upon HSY’s request) or otherwise remedy any Nonconforming Good or re-perform any Nonconforming Service, so that it conforms to the above warranties, or (z) refund to HSY the Price of the Nonconforming Good or Nonconforming Service. If Seller is unable to remedy such nonconformity during a time period consistent with HSY’s reasonable requirements, HSY may undertake to remedy the nonconformity, and in such case, Seller shall reimburse HSY for any reasonable costs HSY incurs in excess of the Prices for such Good or Service that would have been due to Seller under this Order and may terminate this Order for cause under Section 30. Seller shall assign to HSY all applicable warranties extended to Seller with respect to all Goods, or portions thereof, not manufactured by Seller; provided, however, that Seller’s extension of such warranties shall not relieve Seller of its obligation to repair or replace any Nonconforming Good.

16. NON-INFRINGEMENT: Seller represents, warrants, and covenants that neither the Services (including HSY’s use thereof) nor the Goods or the manufacture (including any manufacturing method), use, importation, sale, or offer for sale of the Goods will infringe or misappropriate any proprietary, intellectual property, or other rights of any third party. If any Good or Service, or HSY’s use of any Good or Service, is held to constitute any such infringement or misappropriation and its use by HSY is enjoined, Seller, at HSY’s option and at Seller’s sole expense, shall procure for HSY the right to continue using the Good or Service, as applicable, or provide HSY with a substitute Good or Service conforming to this Order, or refund the Price corresponding to the infringing portion of the Good or Service.

17. 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.

18. COMPLIANCE: Seller warrants that it is and will remain in full compliance with all applicable laws, regulations, codes, sanctions, orders, rules, and ordinances of international and domestic federal, state, provincial, and municipal government bodies and agencies (“**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 (a) Seller’s report filed with the Security and Exchange Commission under Section 1502, or (b) a description reasonably acceptable to HSY of measures taken to assure the appropriate sourcing and

chain of custody of such materials. Without limiting the generality of the foregoing, Seller also warrants that it is and will remain in full compliance with all applicable Laws relating to anti-bribery and anti-corruption in the jurisdictions 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. If HSY receives credible evidence that Seller has not done so, HSY may terminate this Order, refuse to take delivery under the same, and return any Goods delivered hereunder and obtain reimbursement, therefore.

19. EQUAL OPPORTUNITY: Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a), as applicable. 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, disability, or veteran status.

20. RESPONSIBLE SOURCING: Seller, including its joint venture partners, subsidiaries, divisions, and all directors, officers, and employees acting for or on behalf of Seller, must comply with the following HSY policies: (a) Supplier Code of Conduct located at: <https://www.thehersheycompany.com/content/dam/corporate-us/documents/partners-and-suppliers/supplier-code-of-conduct.pdf>; (b) Responsible Recruitment Policy, located at: https://www.thehersheycompany.com/content/dam/corporate-us/documents/pdf/HSY_Ethical_recruitment_policy_2020.pdf; and (c) Business Code of Conduct, located at https://www.thehersheycompany.com/en_us/investors/corporate-governance.html (collectively “**Responsible Sourcing Policies**”). HSY reserves the right to verify Seller’s compliance with Responsible Sourcing Policies, at Seller’s own expense, through internal and external assessment mechanisms. Such assessment mechanisms may include inspection of Seller’s facilities, operations, books and records, and supplier-provided housing and transportation, and may include confidential worker interviews. If any non-compliance is observed, Seller will be required to take corrective actions. Seller shall enroll in, to the extent applicable, HSY’s Responsible Sourcing Supplier Program, which is set forth at https://www.thehersheycompany.com/en_us/home/sustainability/sustainability-focus-areas/responsible-sourcing/responsible-sourcing-and-supplier-program.html, to demonstrate compliance with Responsible Sourcing Policies.

21. SUPPLIER DIVERSITY: Seller recognizes HSY’s commitment to enhancing business opportunities for Diverse Enterprises and agrees to comply with HSY’s Tier 2 supplier diversity reporting program, which is set forth at: https://www.thehersheycompany.com/en_us/home/sustainability/sustainability-focus-areas/responsible-sourcing/supplier-diversity.html. “**Diverse Enterprises**” are defined as any business that is at least 51 percent owned, controlled, operated, and managed by women, U.S. military veterans, LGBTQ+ people, people of color, disabled people, or other individuals that qualify as socioeconomically disadvantaged. Seller agrees to support HSY’s supplier diversity initiatives by using reasonable efforts to source products and services from Diverse Enterprises. Upon request by HSY, Seller will provide HSY

with a quarterly supplier diversity report on or before the forty-fifth (45th) day following the end of each quarter. The report will specify the total amounts invoiced by and paid to Diverse Enterprises for the previous quarter. Failure to submit the reports as set forth in this Section is considered Seller's breach of this Order.

22. CONFIDENTIALITY:

(A) **CONFIDENTIAL INFORMATION:** Each party (the "**Receiving Party**") must keep strictly confidential and must not disclose, or use for any purpose other than the fulfillment of its obligations under this Order, any of the other party's or its Affiliates' (the "**Disclosing Party**") Confidential Information. "**Confidential Information**" means the terms and existence of this Order, any and all technical and commercial information and research, customer and vendor lists, data, financial information, and any other proprietary or non-public information disclosed orally or in writing, whether or not marked as "Confidential" as well as any information that is developed based on that information. "**Affiliate**" means any present or future company that, directly or indirectly, controls, is controlled by or is under common control with a party.

(B) **EXCEPTIONS:** Confidential Information does not include information that: (a) is public, so long as it did not become public due to a breach of this Order; (b) is known by the Receiving Party prior to its disclosure by the Disclosing Party; (c) independently developed by the Receiving Party; or (d) it was disclosed by a source who does not have an obligation to treat the information as confidential. The Receiving Party must prove the existence of any of the foregoing exceptions. Personal identifiable information remains Confidential Information, even if it qualifies as one of these exceptions. If the Receiving Party is required by law to disclose any Confidential Information, it agrees to provide the Disclosing Party with notice of the request(s) at least ten (10) days prior to disclosure of any Confidential Information.

(C) **REPRESENTATIVES:** The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and not disclose to any other person, except to its or its Affiliates' directors, officers, employees, agents, advisors, designees, or other representatives who require access to such Confidential Information to carry out its rights or obligations under this Order. Any person to whom the Receiving Party discloses Confidential Information must be subject to confidentiality obligations like the obligations in this Order. The Receiving Party will be liable for any breach of this Order by any person to whom it discloses the Disclosing Party's Confidential Information.

(D) **PROTECTION OF CONFIDENTIAL INFORMATION:** The Receiving Party will use the same measures to protect the Disclosing Party's Confidential Information as it uses to protect its own information of a similar nature. The Receiving Party will use at least a reasonable standard of care.

(E) **NOTICE OF DISCLOSURE:** The Receiving Party will notify the Disclosing Party immediately if it discovers any inadvertent disclosure or unauthorized use of the Disclosing Party's Confidential Information and will promptly take reasonable steps to prevent any further disclosure or unauthorized use.

(F) **DESTRUCTION OF INFORMATION:** Upon the Disclosing Party's request, the Receiving Party will promptly return or destroy all Confidential Information (in all forms) of the Disclosing Party and certify in writing that it has destroyed everything.

(G) **PUBLICITY:** Seller will not use HSY's or its Affiliates' name or trademarks, nor disclose the fact that Seller is performing Services for or supplying Goods to HSY, in any press release, media statement, annual report, product packaging, stationary, print literature, advertising, websites, or other public communication without HSY's prior written consent. Additionally, neither party will use the name or

trademarks of the other party or its Affiliates in a manner that disparages or portrays the other party, or its Affiliates, or their products or services in a false, competitively adverse, or poor light.

23. HSY PROPERTY: Seller agrees that nothing in this Order, nor HSY's disclosure of its and its Affiliates' Confidential Information, will convey to Seller or any third party any right, title, or interest in or to any proprietary or intellectual property right of HSY, including trade secrets, inventions, and patent rights. Seller shall respect all such rights and shall not make, use, or sell any materials reflecting any such rights for any purpose other than to fulfill this Order, without HSY's express written permission. All drawings, blueprints, photographs, sketches, software (in source code and object code format), Specifications, plates, cylinders, electrotypes, models, and other materials (the "**Materials**") developed or prepared by Seller for the purpose of, or in the course of fulfilling, this Order shall belong to HSY (the "**Developed Materials**") and all Developed Materials that are works of authorship will be deemed "works made for hire" within the meaning of the copyright laws of the U.S. and similar laws of other jurisdictions. HSY will own all right, title, and interest in and to all such Developed Materials, including any "works made for hire." Seller hereby irrevocably assigns to HSY, and shall require its employees, subcontractors, and agents to assign to HSY, all rights, title, and interest, including any intellectual property rights, in and to any of the Developed Materials. To the extent HSY or its agents provide to Seller any Materials, such Materials shall remain HSY's property (all such materials, together with the Developed Materials, the "**HSY Materials**"). HSY Materials may not be used for or disclosed to any non-party without HSY's prior written consent. Seller agrees to execute, and shall cause Seller personnel to execute, any documents or take any other actions as may reasonably be necessary, or as HSY may reasonably request, to evidence, perfect, maintain, and enforce HSY's ownership of any HSY Materials. Upon HSY's request, Seller shall provide, or return to, HSY all HSY Materials, including any copies made. Seller may, however, retain one copy of such HSY Materials for record purposes.

24. INDEMNIFICATION: Seller will indemnify, hold harmless and, upon HSY's request, defend HSY, its Affiliates and their respective employees, officers, directors, agents, successors, and assigns from and against all liens, encumbrances, claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to (a) Seller's breach of any provision of this Order, (b) the negligence, willful misconduct, or dishonest or fraudulent acts or omissions of Seller or its employees, agents, or subcontractors, and (c) any allegation by a third party that any portion of the Services (including HSY's use thereof) or the Goods or the manufacture (including any manufacturing method), use, importation, sale, or offer for sale of the Goods infringes, misappropriates, or otherwise violates such third party's proprietary, intellectual property rights, or other rights of such third party.

25. 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, 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 HSY) or any further finished products that are made from or otherwise incorporate the Goods (a "**Recall**"). At HSY's option, HSY may direct Seller to, and upon such direction Seller will, conduct any Recall. Seller, at its expense, shall fully cooperate and take all such steps as HSY reasonably requests to implement any Recall in a timely and complete manner. All actions taken by Seller in connection with any Recall shall comply fully with the U.S. Federal Food, Drug and Cosmetic Act, the U.S. Federal Meat Inspection Act, the U.S. Poultry Products Inspection Act, and any other applicable Laws. Seller shall bear the full cost and expense (including fines and damages and costs to HSY and to third parties) and will indemnify and hold HSY harmless of and from any Recall resulting from, or related to, in whole or in part: (a) a failure of any Good to conform to the Specifications (including the Goods being adulterated or misbranded), or any warranty, covenant, or representation made by Seller herein, or any other requirement set forth in this Order; (b) the failure by Seller to comply with any applicable Laws, or (c) the negligent or intentional act or omission of Seller in connection with the production of the Goods hereunder.

26. INSURANCE: Unless otherwise noted within this Order, Seller shall maintain, at its sole expense, insurance per HSY's insurance requirements located at https://terms.hersheys.com/en_us.html. Seller shall furnish to HSY certificates of insurance evidencing that all required insurance coverage is in effect and otherwise complies with the requirements of this Order.

27. RECORDS AND AUDITS: Seller shall maintain complete financial records and accurate documentation relating to the performance of this Order during the performance of, and for three (3) years after final payment under this Order or longer if otherwise required by governmental authorities with jurisdiction over Seller. HSY and its designee has the right (but not the obligation) to audit and inspect Seller's records with respect to amounts invoiced to HSY and Seller's compliance with the provisions of this Order. This right extends for three (3) years after final payment under this Order. If an audit or inspection reveals an error in the amounts charged to HSY or paid to Seller, then an appropriate adjustment shall be made within thirty (30) days by either Seller or HSY, as applicable. HSY shall pay for any audit or inspection unless such audit or inspection is conducted subsequent to Seller's default or overcharge, in which case Seller shall pay for all audit or inspection costs incurred by HSY. Seller shall pay for all expenses incurred by Seller in supporting the audit and inspection.

28. FINANCIAL STATEMENTS: When requested by HSY, but no more than once per calendar year, Seller shall provide HSY and its designee with copies of Seller's annual audited financial statements, which shall be prepared at Seller's expense. These statements must include the most recent completed fiscal year, integral footnotes, and the opinion letter from Seller's independent Certified Public Accounting firm as to whether the financial statements are fairly stated. If Seller's annual audited financial statements are not available when requested by HSY, Seller shall provide to HSY and its designee (a) Seller's most recent unaudited financial statements with a certification from Seller's chief financial officer as to the accuracy of such financial statements and (b) access to audit and inspect Seller's financial records related to such financial statements. Further, Seller will provide HSY with prompt written notice of any material change in Seller's financial condition.

29. TERMINATION FOR CONVENIENCE: HSY may terminate this Order, in whole or in part, at any time, effective immediately upon written notice to Seller or upon such later date as set forth in such notice. Seller shall discontinue work under this Order immediately upon the effectiveness of such termination and shall take all steps necessary to protect the work completed. At HSY's election, Seller shall deliver all or any portion of the Goods completed, with all warranties, or dispose of such Goods as HSY may reasonably direct. Upon such termination, Seller will be entitled to (a) the Price for all conforming Goods delivered and Services performed prior to such termination and (b) reimbursement of all reasonable, documented costs actually incurred by Seller prior to such termination in connection with the Services and Goods (except with respect to any Goods that are in Seller's standard stock). Seller will not be entitled to any unabsorbed overhead or lost profits with respect to any Services not performed or Goods not completed or completed but not delivered to HSY.

30. TERMINATION FOR CAUSE: HSY may terminate this Order, in whole or in part, effective immediately upon written notice to Seller or upon such later date as set forth in such notice, if Seller (a) fails to cure a breach of this Order within ten (10) business days of Seller's receipt of notice of such breach from HSY (with no cure period if such breach is incapable of cure); (b) gives HSY reasonable cause to doubt Seller's ability to deliver the Goods or perform the Services in accordance with the Schedule; (c) notwithstanding clause (a) of this Section 30, fails to deliver any Goods or perform any Services in accordance with the Schedule (unless excused as Force Majeure); or (d) suspends or ceases a material portion of its business activities, fails or admits its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is declared bankrupt, makes an assignment for the benefit of its creditors, or suffers the appointment of a receiver or a trustee of its assets. Upon any such termination, HSY will have

no further liability under this Order except (i) with respect to any non-terminated portion and (ii) to pay for conforming Goods delivered and conforming Services performed prior to such termination.

31. EFFECT OF TERMINATION: Upon any termination of this Order, HSY shall have the right, but not the obligation, to purchase all or any portion of Seller's materials, work in process, finished Goods, and tooling allocated to this Order (or terminated portion thereof) at the lesser of Seller's costs or the fair market value of such items.

32. GOVERNING LAW AND JURISDICTION: This Order will be governed by and subject to the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles. The 1980 United Nations Convention on Contracts for the International Sale of Goods or any version thereafter shall not apply to this Order. Any legal action arising under this Order or relating hereto shall be resolved exclusively in the state or federal courts located in Dauphin County or the Middle District of Pennsylvania, as applicable, and both parties hereby irrevocably consent to the exclusive jurisdiction of such courts for such actions. No course of performance, course of dealing, or usage of trade shall be applicable to this Order.

33. ASSIGNMENT: Seller shall not assign, subcontract, or otherwise delegate any of its rights or obligations under this Order without HSY's prior written consent. Any such purported assignment, subcontracting, or delegation in violation of the foregoing shall be void, and in such event, HSY may immediately terminate this Order without payment or other penalty. HSY may assign or transfer this Order (or any of its rights and obligations under this Order): (a) to any of its Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets, or any similar transaction. This Order binds the parties, as well as their legal representatives, successors, and permitted assigns.

34. MISCELLANEOUS: The word "including" and words of similar import as used in this Order shall mean "including, without limitation." Unless otherwise stated on the face of this Order, all invoices and payment obligations under this Order will be in U.S. Dollars. All representations, warranties, indemnities, confidentiality obligations, rights, and remedies of HSY and any other provision hereof that by its express terms or by implication is to survive will survive the termination or completion of this Order. Seller is an independent contractor for all purposes hereof, and nothing herein shall be deemed to constitute a partnership or joint venture between the parties. The contract evidenced by this Order is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed. Each provision of this Order is severable and if any provision is found to be invalid, illegal, or unenforceable for any reason, the rest of this Order will remain valid and enforceable. HSY's rights and remedies under this Order are cumulative and in addition to all other rights and remedies that may be available to HSY under this Order, at law and in equity. HSY's failure to enforce any provision of this Order will not prevent HSY from later enforcing such provision. If HSY waives Seller's breach of any provision of this Order, such waiver will not be deemed a waiver of a later breach of such provision. Amendments to this Order shall be in writing and either signed by both parties or agreed to by both parties through SAP or other electronic system used by HSY. This Order and any Existing Agreement constitute the entire agreement of the parties concerning the subject matter of this Order and supersede any prior or contemporaneous agreements or understandings between the parties concerning the same subject matter.