

PEPSICO – GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. DEFINITIONS

The following definitions shall apply in these Terms and Conditions:

"Buyer" shall mean anyone placing the Order;

"Goods" shall mean the materials, products, or services (or any of them) which are the subject matter of the Order;

"Order" shall mean the Buyer's order for the Goods;

"Seller" shall mean the person, firm, or company receiving the Order.

2. ACCEPTANCE OF THE OFFER

These General Terms and Conditions of Purchase shall be an integral part of the Order. The Seller's commencement of work on the Goods on the terms and conditions of the Order or the shipment of the Goods, whichever occurs first, shall be deemed to be the Seller's acceptance of the Order. THE SELLER'S ACCEPTANCE OF THE ORDER SHALL BE LIMITED TO THE ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF PURCHASE AND IT SHALL NOT TAKE INTO ACCOUNT ANY TERMS AND CONDITIONS OF THE SELLER IN ADDITION TO OR DIFFERENT FROM THESE GENERAL TERMS AND CONDITIONS OF PURCHASE

3. COMPLETION

Time is of the essence for the Order. If the Goods are not delivered by the date(s) specified in the Order, the Buyer may, without liability and without prejudice to any other rights and remedies it may have:

- (a) cancel the Order by written notice to the Seller effective upon delivery in respect of the Goods not yet shipped or the services not yet rendered;
- (b) after ineffective lapse of the period set by the Buyer in a written request, buy substitute Goods elsewhere and charge the Seller with any additional reasonable costs incurred.

4. QUALITY/PERFORMANCE

The Seller guarantees that the Goods shall:

- (a) be of the best quality, workmanship, and materials;
- (b) conform in all respects to the terms and conditions of the Order and to any performance criteria, specifications, samples, patterns and models communicated by the Buyer;
- (c) be merchantable, safe, and appropriate for the purpose for which the Goods of this kind are normally used;
- (d) be properly contained, packaged, and labelled;
- (e) be fit for the particular purpose for which the Buyer intends to use the Goods if the Seller has reasonable knowledge of such particular purpose;
- (f) be free from any third party claims, encumbrances, and rights; and
- (g) comply with all relevant legislation of the European Community and legislation of any State which is associated with the Order, and first of all of the State in which the Goods will be used.

5. SELLER'S GUARANTEE. FOOD SAFETY, ENVIRONMENTAL PROTECTION AND OTHER RULES

The Seller should, to the extent agreed with the Buyer:

- (a) be committed to PepsiCo's Food Safety and Seller Guarantee procedures at its own expense;
- (b) meet PepsiCo's Supplier Acceptance and Compliance Programme requirements;
- (c) ensure that all the materials comply with all legal requirements of the EU and its Member States, including, in particular, the requirements concerning guarantees of origin;
- (d) ensure compliance with any agreed and signed specification; ensure that all the Goods comply with the requirements of PepsiCo's Raw Material and Food Safety Programme (available on request), including, in particular, the requirements concerning guarantees of origin;
- (e) be committed to the development of environmental protection programmes with the Buyer and, as part of those programmes, participate in such initiatives as the Buyer may from time to time present thereto.

6. SUPPLIER CODE OF CONDUCT AND ANTI-CORRUPTION CLAUSE

These Terms and Conditions shall be governed by the following documents and the Seller agrees to comply with them at all times:

1.1. PepsiCo's Supplier Code of Conduct, available at: www.pepsico.com/SupplierCodeofConduct, as amended by PepsiCo, Inc., and

1.2. PepsiCo's Global Anti-Bribery Compliance Policy available at <http://www.pepsico.com/About/Global-Code-of-Conduct>, as amended by PepsiCo, Inc., the US Foreign Corrupt Practices Act, and any other applicable anti-corruption laws and regulations.

2. The Seller represents, warrants and guarantees that, to the best of its knowledge, neither it nor any of its officers, nor any other person acting on its behalf, has in the past five years offered, paid or promised for corrupt purposes any gifts, money or any other benefits to the following persons, nor will it do so in the future:

2.1. A Government Official (as defined in the Anti-Bribery Compliance Policy); or

2.2. Any agent of a third party,

in order to improperly influence any act or decision of such a person or Government Official so that they act in breach of their legal obligation, or in order to provide any improper benefit or advantage or to acquire or retain customers.

3. The Seller represents that none of its shareholders, officers, directors, or employees is a Government Official.

4. The Seller undertakes to maintain accurate books and records in accordance with all applicable laws and regulations, and generally accepted accounting practices, throughout the term of these Terms and Conditions.

5. The Seller agrees to notify the Buyer of any known or suspected violation of this provision, to cooperate fully with any investigation by the Seller, Buyer, or any governmental authority, and to take all necessary steps to remedy any violation.

7. RIGHTS OF THE BUYER

1. The Buyer's signature of receipt, inspection, testing, payment for and use of the Goods delivered under the Order shall not affect the scope of the Seller's obligations under the guarantees contained herein. Such guarantees shall survive the inspection, testing, acceptance, and use of the Goods by the Buyer.

2. The Buyer may inspect the Goods and accept or reject at any time all or any part thereof which, in its opinion, is defective or does not conform to any guarantee, unless the Parties agree on a schedule of acceptances and receptions in a separate document. The Buyer may, at the Seller's expense, return to the Seller rejected Goods or Goods supplied in excess of the quantities ordered.

3. Without prejudice to any of its other rights or remedies, the Buyer may require the Seller to promptly replace or rectify any Goods which are defective or non-conforming, at its expense, or to deliver any missing quantity of the Goods, provided that the Buyer notifies the Seller within a reasonable time of the identified defects or quality or quantity deficits.

4. The Seller should pay all documented costs of the Buyer caused by a delay, missing Goods, deficits or defects of Goods, including, without limitation, all costs of sourcing the Goods from another supplier.

8. PRICE GUARANTEE/FREIGHT CHARGES/DEDUCTIONS

The Seller guarantees that the prices for the Goods shall include all costs and be as favourable as those offered at the time to other customers of a similar size for similar quantities of the same or similar Goods. Without the prior written consent of the Buyer, the Seller must not demand any additional charges, including, without limitation, charges for shipping, packaging, labelling, storage, insurance, boxing or crating, customs duties, or taxes. If the Seller offers lower prices for the Goods to other customers of a similar size during the Order fulfilment period, the Seller agrees to apply these lower prices in respect of the Buyer. If the Seller uses published freight charges, the Seller should reimburse the Buyer for any discounts received on the charges. In the event of the Buyer's claims against the Seller arising from the Order or another order for Goods or Services, the Buyer may deduct the disputed amounts from the amounts due to the Seller in connection with this Order, i.e., the Remuneration payable to the Seller will be reduced by the disputed amounts or rebates, discounts, or refunds related to the non-performance or improper performance of any Order being fulfilled by the Seller for the Buyer, or from another transaction.

9. CHANGES

The Buyer may, at any time, change the drawings, designs, specifications, materials, packaging, time, place and method of delivery in connection with the Order. The Seller agrees to accept any changes and if necessary the parties agree to modify the terms and conditions of the Order in writing accordingly.

(a) the Seller should provide the Buyer within a reasonable time with a written (or e-mail) assessment of:

- (i) the estimated time necessary for the implementation of the changes;
- (ii) any necessary changes to the Seller's prices resulting from the changes; and
- (iii) any other effect of the changes on the terms and conditions of the Order.

(b) If the Buyer, after having become aware of the terms and conditions of fulfilment of the changed Order, decides against making the changes, the Order shall remain unchanged, and if

(c) the Buyer accepts in writing (or by e-mail) the changed terms and conditions of fulfilment of the Order, the Seller shall be required to fulfil the Order on the accepted changed terms and conditions in terms of prices, Services, and any other relevant terms and conditions of the Order as accepted by the Buyer.

10. INDEPENDENT CONTRACTOR

Both Parties agree that the Seller, its employees, agents and subcontractors shall provide the services as independent contractors and not the Buyer's employees, regardless of where the services are provided.

11. INDEMNIFICATION CLAUSE

Notwithstanding the Seller's other obligations under law or these Terms and Conditions, the Seller agrees to indemnify and hold the Buyer harmless against any and all demands, claims, including claims for damages, liability, losses, expenses and costs (including legal costs) arising out of or as a result of any known or unknown defects of the Goods or negligence, non-performance or violation hereof (including a violation of any guarantee) by the Seller, its agents, employees, or subcontractors. The Seller should have an adequate TPL insurance cover

and the Buyer may require the Seller to produce a copy of an insurance policy valid at least for the entire period of performance of the Services.

12. CONFIDENTIALITY

The Seller should treat as "Confidential Information" any and all classified information obtained from the Buyer, any specifications or other documents of one of the parties in connection with the Order, the fact that the Buyer has contracted to purchase the Goods from the Seller, and any other classified information related to the Order. Without the prior written consent of the Buyer, the Seller shall not disclose any Confidential Information for any purpose other than the fulfillment of the Order.

13. TRANSFER/SUBCONTRACTING

The Seller may not transfer or subcontract any part of the Order without the prior written consent of the Buyer, however this provision shall not apply to entrusting the performance of the Services to an entity with which the Seller has a permanent business relationship (e.g., permanent cooperation under a civil law contract). If the Seller subcontracts any part of the Order, it should bind the subcontractor with the terms and conditions of the Order; provided, however, that the subcontract will not create or imply a contractual relationship between the subcontractor and the Buyer. The costs of the subcontractors shall be borne by the Seller.

14. TERMINATION FOR CONVENIENCE

The Buyer may cancel the Order or any part thereof at its sole discretion and at any time by notifying the Seller of the fact in writing or by email. Upon receipt of the Order cancellation notice, the Seller should promptly cease to perform the activities involved in the delivery of the Goods or provision of the Services and cause its suppliers and subcontractors to cease to fulfil the Order, in whole or in part, in keeping with the Order cancellation statement received from the Buyer. The Buyer should pay the Seller's actual and documented direct costs related to the cancellation of the Order, but not the costs that the Seller could have reasonably avoided.

15. TERMINATION FOR CAUSE

Notwithstanding any other rights and remedies available to it, the Buyer may withdraw from the terms and conditions including the Order or any part thereof in the event of a serious violation by the Seller of its obligations. (e.g., legal defects which cannot be remedied, exceeding the deadline for the provision of the Services or delivery of the Goods set by the Buyer in a request; physical defects preventing or making it significantly difficult to use the outcome of the Services, or the Goods). Upon receipt of the Buyer's statement, the Seller should immediately suspend its work and instruct subcontractors to suspend work to the extent consistent with the withdrawal statement.

16. INTELLECTUAL PROPERTY

(a) Indemnification

Upon receipt of the notice, the Seller should promptly indemnify and hold the Buyer, its agents, customers, and other sellers harmless from any trials, proceedings, claims, liabilities, costs (including legal costs), losses, charges, profits, damages, and settlement costs arising out of or as a result of any actual or alleged infringement of third parties' intellectual property rights due to a similarity of the design, trademark or appearance of the Goods delivered under the Order, and, to the extent that it is legally permissible, to assume these claims.

(b) Exclusions

NOTHING IN THESE TERMS AND CONDITIONS MAY BE INTERPRETED OR CONSTRUED AS TRANSFERRING TO THE SELLER ANY COPYRIGHT OR RIGHTS TO MARKS, PATTERNS, ETC., CONTAINED IN OR APPEARING ON THE PRODUCTS OWNED OR DISTRIBUTED BY PEPSICO, INC., OR ITS DIRECT OR INDIRECT SUBSIDIARIES. IF THE BUYER MAKES AVAILABLE TO THE SELLER ANY MATERIALS OR DATA (INCLUDING DATABASES), IT SHALL DO SO SOLELY FOR THE PURPOSE OF ENABLING THE SELLER TO FULFIL THE ORDER AND COMPLY WITH THESE TERMS AND CONDITIONS.

17. LIMITATION OF THE BUYER'S LIABILITY

THE BUYER SHALL NOT BE LIABLE TO THE SELLER FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, INCLUDING LOST PROFITS OF ANY KIND, HOWEVER THE ABOVE EXCLUSION SHALL NOT APPLY TO ANY LOSS INTENTIONALLY CAUSED BY THE BUYER. THE BUYER'S LIABILITY IN CONNECTION WITH ANY CLAIM CAUSED BY, CONNECTED WITH OR RESULTING FROM THE ORDER, OR THE AGGREGATE OF SUCH CLAIMS, SHALL NEVER EXCEED THE PRICE ATTRIBUTABLE TO THE GOODS GIVING RISE TO THE CLAIM, UNLESS UNDER APPLICABLE POLISH LAW SUCH LIMITATION OF LIABILITY AS TO AMOUNT IS NOT PERMITTED.

18. TITLE AND RISK

Title to the Goods (ownership) shall pass to the Buyer upon delivery to the designated delivery location. The passing of title to the Goods shall be without prejudice to any right of rejection of the delivery, which the Buyer may have in connection with these Terms and Conditions. The Seller shall: (a) be responsible for and bear the risk of loss of or damage to the Goods until they are delivered to the designated delivery location and accepted by the Buyer, and (b) bear all risks and costs related to the return of rejected Goods requiring rectification, including without limitation, freight, duty, insurance, packaging, materials, and labour costs.

19. WAIVER AND REMEDIES

The Buyer's failure to exercise any rights or claims or to exercise any rights related to the Seller's violation hereof shall not be a waiver of the Buyer's entitlements, rights, or claims. The rights and remedies provided herein shall be cumulative and shall not preclude any rights or remedies provided by law.

20. ENTIRE AGREEMENT

These Terms and Conditions shall become an integral part of the Order and constitute the entire agreement between the Seller and the Buyer in connection with the delivery of the Goods, and they shall prevail over and supersede all previous agreements and arrangements of the Seller and the Buyer, whether oral or written, unless they are expressly accepted in writing and signed by the authorized agents of the parties. The Order may be modified by e-mail if the amount by which the Order is modified is within the limits of +/-8.9% (value) or +/-5% (volume) or, if the amount is higher, only in writing and signed by the authorized representatives of the Seller and the Buyer.

21. GOVERNING LAW AND JURISDICTION

The Order shall be governed by and interpreted in accordance with the laws of Poland and the parties submit to the non-exclusive jurisdiction of the Polish courts in relation to all claims and issues arising from the Order and legal relationships created by or related to it.

22. INFORMATION CLAUSE

The Buyer makes its GDPR information clause available at www.pepsicopoland.com in the Personal Data Protection tab.