

Purchase of Goods & Services – Terms & Conditions (South Korea)

1. CONTRACT

- 1.1 These terms and conditions will apply to this purchase order (**PO**) and together with the PO will constitute a binding agreement between Kraft Heinz and Supplier (**Contract**).
- 1.2 Where Kraft Heinz and Supplier have a pre-existing written agreement in respect of the subject matter of the PO, the terms of that agreement will prevail.
- 1.3 Subject to clause 1.2 and any warranties implied by law, the Contract contains the entire agreement between the parties in respect of its subject matter and supersedes all prior discussions, negotiations, understandings and agreements. Any express and implied terms, conditions, statements or warranties, statutory or otherwise, not stated are excluded.
- 1.4 If Supplier purports to unilaterally impose upon Kraft Heinz or incorporate into the

12. INDEMNITY

12.1 Supplier indemnifies Kraft Heinz and its officers, employees, agents and Affiliates against all liability, loss, damages and costs (including legal costs on a full indemnity basis) suffered or incurred by them (except to the extent such liability loss, damages or costs were caused or contributed to by Kraft Heinz) arising out of or from the performance of the contract.