

THE HERSHEY COMPANY PURCHASE ORDER TERMS AND CONDITIONS – PHILIPPINES

Seller confirms that this purchase order states the terms and conditions which will apply to each and every order for goods or work placed by Buyer with Seller and does not guarantee or warrant that Buyer will place any additional order with Seller or that Buyer will continue to order from Seller for any guaranteed period of time or with respect to any guaranteed amount of goods or services or that Seller will be entitled to claim any compensation whatsoever in the event of any such failure by Buyer to supply any additional orders to Seller.

1. Acceptance of this purchase order shall form a contract between The Hershey Company (Buyer) and you (Seller) for the sale of goods or performance of the work described hereon on the terms, conditions and stipulations set forth in this order.

Acceptance of this order and its terms and conditions may only be by written acknowledgment (or in an electronic or digital format approved in advance by Buyer) within seven (7) days of receipt or by prompt shipment of the goods in accordance with the terms and conditions hereof.

2. Unless otherwise indicated, the delivery date(s) for this order are the dates required on the face hereof. No shipment shall be made prior to such dates unless previously authorized by Buyer.

3. Each shipment shall be invoiced separately and such invoices shall be mailed promptly to the address indicated on the face of this order. Unless otherwise specified herein, payment shall be made thirty (30) days following delivery of the goods to the Buyer's ship to location.

4. All shipments must be accompanied by Itemized Packing Lists, in duplicate.

5. The Bill of Lading shall be mailed directly from the point of shipment. If shipment is from point other than shown above, it should be so noted on the acknowledgment. A copy of the Bill of Lading, with purchase order number and weight inserted, shall accompany each invoice.

6. When freight is prepaid by Seller and added to the invoice, Seller shall provide freight classification and verification of actual freight paid.

7. Any property owned by Buyer which is in Seller's care, custody, or control, shall be insured by Seller against loss or damage resulting from fire, or allied perils. Property insurance shall be provided on an all risk basis, subject only to standard industry exclusions. The property of the Buyer shall be insured for replacement cost, with Buyer to be included as loss payee. Upon request, Seller shall supply Buyer with a Certificate of Insurance, covering same and listing Seller as insured and Buyer as loss payee. If such policy is cancelled or materially changed, Seller shall supply notice to Buyer at least thirty (30) days prior to such cancellation or material change. Seller shall also maintain in force, reasonable comprehensive general and product liability insurance, automobile liability, and workers' compensation insurance.

8. Buyer, upon delivery of the goods ordered hereunder at Buyer's ship to location, shall have fifteen (15) days to inspect the goods. Upon inspection, Buyer may reject all non-conforming goods. Said non-conforming goods shall include, but not be limited to, goods which are of inferior quality, or shipped contrary to instructions, or in excess of the quantity specified, or substituted for goods ordered, or not complying with specifications shown hereon or incorporated herein, and/or otherwise not in accordance with Seller's obligations under this contract. Buyer's exercise of its right of inspection or Buyer's acceptance of the goods or payment for the same shall not affect its right to reject the goods or to revoke its acceptance in whole or in part. Buyer may accept a part of the shipment which conforms to Buyer's specifications and Seller's warranties, and reject any part which does not conform to said specifications and warranties and consider the order breached to the extent of the amount of the rejected goods. Upon rejection, Buyer may, at its option, return the rejected goods to Seller for full credit at the prices charged. Rejected goods which are not returned shall be held by the Buyer at Seller's expense and risk. Seller shall be liable for all transportation and inspections costs and all other expenses and losses incurred by Buyer in connection with said rejected goods. Buyer reserves the right to have the rejected goods replaced or not replaced by Seller.

9. Seller hereby warrants that all the goods delivered hereunder shall be as described in this purchase order: that said goods shall be fit and suitable for the purposes for which they will be used and that said goods shall be merchantable and free of any and all defects. This warranty shall be in addition to all warranties implied by law including the warranty of merchantability and the warranty of fitness for a particular purpose. All warranties shall survive acceptance of and payment for the goods delivered hereunder, and Seller agrees to save and keep Buyer free and harmless from any and all loss, damage, direct, indirect or consequential, or expense whatsoever including attorneys' fees, which Buyer may suffer as a result of Seller's failure to fulfill said warranties or any provision of this contract.

10. Buyer or Seller may cancel or modify this purchase order and shall not be held responsible for any losses resulting if the fulfillment of any of the terms or provisions of this contract is delayed or prevented by fire, acts of God, or other casualty, accident, strikes, government acts, or, without limiting the foregoing, by any other cause not within the control of that party, and which, by the exercise of reasonable diligence, that party is unable to prevent, whether of the class of causes hereinbefore enumerated or not. If Seller or Buyer breaches or fails to comply with any provision in this purchase order, the non breaching party may cancel this purchase order, in whole or in part, without cost to such party.

11. Seller, in filling this order, agrees and warrants that it is complying and shall comply with all applicable government laws, regulations, orders and rules of any governmental bodies, agencies and authorities. If Buyer receives credible evidence that Seller has not done so, Buyer may cancel this order and refuse to take delivery under same and may return goods delivered hereunder and obtain reimbursement therefore. Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, age or national origin. Seller will defend and save Buyer harmless from any and all damages, liabilities, costs, expenses, attorney fees incurred or arising out of any claim, complaint or suit alleging violation of any government laws, regulation, order and rules by Seller.

12. Any changes, substitutions, amendments, cancellation, extensions, revisions or modifications of this purchase order, in whole or in part and on one or more occasions, shall not be invalid or unenforceable because of lack of consideration, provided that said changes, substitutions, amendments, cancellation, extensions, revisions or modifications, shall be in writing, authorized and confirmed by Buyer.

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

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

15. No right or interest in this contract shall be assigned by the Seller without the written consent of the Buyer and no delegation of any obligation owed, or of the performance of any obligation by the Seller shall be made without the written consent of the Buyer. Any attempted assignment or delegation not made in conformity with this paragraph shall be wholly void and ineffectual.

16. Acceptance of a change order constitutes an acceptance of terms and conditions of original order number as modified by the change order and any prior change orders.

17. This transaction and the contract formed between Buyer and Seller shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

18. All disputes, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to this contract (or the subject matter of this contract) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this contract (a "Dispute") shall be finally, exclusively and conclusively settled by reference to binding arbitration under the Arbitration Rules of the International Chamber of Commerce for the time being in force which rules are deemed to be incorporated by reference into this clause.