PURCHASE ORDER TERMS AND CONDITIONS ("**Terms**")

1. DEFINITIONS AND EXPLANATION. "**Buyer**" means the legal entity issuing the Purchase Order whose name appears in the "Bill To" box on the front of such Purchase Order, "**Seller**" means the party with whom Buyer is contracting as stated on the applicable Purchase Order. "Purchase Order" ("**Order**") means the proposed purchase of the goods, services, supplies, materials, articles, items, parts, components or assemblies ("**Products**") described on the Order, and once accepted by Seller as herein provided, shall constitute a valid and binding agreement between Buyer and Seller for the sale and purchase of such Products and Seller agrees to comply with Buyer's Ethical Trading Policy found at https://www.hellofresh.com/pages/trading-policy. Provided, however, these Terms shall only apply to transactions that do not have a duly executed written agreement between Seller and Buyer. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties and these Terms shall not apply.

2. ACCEPTANCE OF ORDER. This Order is Buyer's offer to Seller. Seller's acceptance is expressly limited to these Terms and Buyer objects to any additional or different terms in Seller's acceptance. Seller accepts this Order and the Terms as written upon beginning performance or by signing below. Buyer is under no obligation to request quotations or place Orders with Seller, both of which will be in Buyer's sole discretion. Buyer, acting in its sole discretion, will determine the actual quantity of Products to be purchased. The quantity of Products, if any, specified in any forecast supplied by Buyer from time to time, or otherwise, is an estimate only and shall not be binding. Seller bears sole responsibility for managing Seller's raw material, work in process, and inventory, and Buyer will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as provided in Section 16.

3. PRICE WARRANTY. Seller warrants that the price of the ordered Products does not exceed the price charged by Seller to any other customer purchasing the same Products in like or smaller quantities, and under similar conditions of purchase. This Order must not be filled at a price higher than shown on the face of the Order. If no price is set forth on the front of the Order, the Products will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, Products ordered under this Order will not be billed at a higher price than last quoted or charged without Purchaser's specific written authorization. Seller shall be solely responsible for all customs clearance, import and export duties and any other documentation, fees, or other processes necessary for all shipments originating outside of the U.S. Seller acknowledges, understands and agrees that the prices listed in the Order are inclusive of all customs, import and export duties, tariffs, transportation costs and any other fees incurred by Seller to import such Products.

4. MODIFICATION. At all times Buyer will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in a duly executed writing accordingly. Nothing in this Section 4, including any disagreement with Buyer as to any claimed adjustment, will excuse Seller from proceeding with this Order as changed. Any claim by the Seller for adjustment under this Section 4 must be in a detailed writing and delivered to Buyer within five (5) days after the date Seller receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to Seller by representatives of Buyer,

will not be construed as a change within the meaning of this Section 4. If Seller considers that the conduct of any of Buyer's employees has constituted a change under these Terms, Seller will immediately notify Buyer in accordance with Section 28, as to the nature of the change and any proposed modification of these Terms, which will then be subject to this Section 4.

5. SAFETY. If the Products provided hereunder involve any risk of injury or death to persons or damage to property, Seller shall provide Buyer with a written description of the nature and extent of such risk, including a description of any precautions which should be taken to minimize risk.

6. PACKING AND SHIPPING. All goods must be packaged in the manner specified by Buyer and shipped in the manner and by the route and carrier designated by Purchaser. If Buyer does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit. If Buyer does not specify the manner of shipment, route, or carrier, Seller shall ship the goods at the lowest possible transportation rates, consistent with Seller's obligation to meet the delivery schedule set forth in this Order.

7. TITLE AND RISK OF LOSS. Unless otherwise specified herein, title to and the risk of any loss of or damage to the Products shall pass from Seller to Buyer F.O.B. Buyer's plant. Passing of title upon such delivery shall not constitute acceptance of the Products by Buyer or relieve Seller of any of its obligations hereunder.

8. DELIVERY. Time is of the essence in the performance of the Order. Deliveries shall be strictly in accordance with the quantities and schedule specified in the Order. If at any time it appears Seller may not meet such schedule, Seller shall immediately by verbal means (to be confirmed in writing, email sufficient) notify Buyer of the reasons for and estimated duration of the delay and if requested by Buyer, make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and shipping via air or other means of fast transportation. Any additional cost caused by these requirements shall be borne by Seller, unless the delay in delivery arises out of causes beyond the control and without the fault or negligence of Seller or its subcontractors. If Seller fails to fulfill the Order (in whole or in part), then Seller shall pay for any and all incremental costs incurred by Buyer to source the same or similar Product. The foregoing requirements are in addition to all of Buyer's other rights and remedies as may be provided by the Uniform Commercial Code, by law, at equity or this Order. Products shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense. It is agreed that all technical documentation and other literature necessary for the proper use of the Products will be provided to Buyer upon delivery, unless otherwise directed by Buyer, and its cost is included in the price.

9. INSPECTION, ACCEPTANCE AND REJECTION. All Products are subject to final inspection and acceptance at destination, notwithstanding the F.O.B. point or any payment or prior inspection at source. Final inspection will be made at a reasonable time after receipt of Products. Buyer's failure to inspect any of the Products hereunder shall neither relieve Seller from responsibility for such Products as are not in accordance with the requirements of this Order nor impose liability on Buyer therefor. Any tender of Products which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of this Order and Buyer shall have the absolute right to reject such Products. Buyer shall notify Seller as to such rejection and Buyer shall have all the remedies as provided by law and this Order. Records of all inspection work by Seller will be kept complete and available to Buyer during the performance of this Order and for seven (7) years after Seller's completion of this Order. If Seller fails to make the necessary inspection,

removal, and replacement in a time and manner satisfactory to Buyer, Buyer may at its option inspect and sort the Products; Seller will pay any related costs.

10. REMEDIES. If any of the Products are found at any time to be nonconforming, defective in material or workmanship, or otherwise not in compliance with any of the requirements of this Order, including any applicable drawings and specifications, then Buyer, in addition to such other rights and remedies it may have by contract or by law or equity, may in its sole discretion and at Seller's sole cost and expense, reject and return such Products to Seller, require Seller to inspect the goods and remove nonconforming goods and/or require Seller to replace nonconforming goods or services with conforming goods or services. Seller shall issue a revised invoice removing the charge for all nonconforming rejected Products or, if payment has already been made, refund Buyer within thirty (30) days of receiving Buyer's invoice for such refund.

11. WORK ON BUYER'S PREMISES. Individuals working on Buyer's property are required to comply with all local, state, province or country laws and regulations governing workplace safety and hazardous substances and materials usage. In addition, Seller shall comply with the conditions contained in all of Buyer's policies and all other applicable environmental, health, safety and security requirements, U.S. Government Denied Parties screening requirements, and any applicable Visa requirements. Seller is responsible for the direct management and supervision of its personnel through its designated representative and shall be free to exercise discretion and independent judgment as the method and means of performance of the services contracted for by Buyer. Seller's personnel and subcontractors shall in no way be considered employees of Buyer and Seller's personnel and subcontractors will not, by virtue of this Agreement, be entitled or eligible to participate in any benefits or privileges offered by Buyer. If the provision of Seller's Product requires Seller to be on the premises of Buyer or at Buyer's direction, Seller will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures, or other requirements of Buyer.

12. PURCHASER'S PROPERTY. Tangible or intangible property of any nature furnished to Seller by Buyer or specifically paid for in whole or in part by Buyer, and any replacements or attachments, are the property of Buyer and, unless otherwise agreed in writing by Buyer, will be used by Seller solely to render services or provide goods to Buyer. Seller will not substitute any property or take any action inconsistent with Buyer's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to Buyer, and will be subject to removal at Buyer's written request, in which event Seller will prepare such property for shipment and redelivery to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

13. INVOICE AND PAYMENT. Unless otherwise specified, a separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of Products. No payment will be made prior to receipt of Products and correct invoice, and Buyer reserves the right to delay payment until the Products have been accepted. Payment terms are net 60 from the receipt of invoice, whereby Buyer must remit payment in full within 60 days of the date of receipt of the invoice. A two (2) percent discount shall be applied towards the amount owed by Buyer, if Buyer remits payment of the invoice in net 15 days of the date of receipt. Unless freight and other charges are itemized, any discount taken will be taken on the full amount of invoice. Any payment shall not constitute acceptance of the Products. To assure timely payment, invoices shall (1) be sent to the invoice/accounting email address that appears in the "Messages" box on the front of the Order, unless otherwise instructed by Buyer in writing, (2) show Order # and Order Line number, (3) match Order

description, (4) not exceed Order quantity, (5) not exceed Order amount, and (6) where possible, avoid partial billing. Any amounts owed to Buyer hereunder shall be paid by Seller within thirty (30) days of receiving Buyer's invoice.

14. WARRANTIES. Seller represents and warrants that all Products provided hereunder shall (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; (f) are performed in a manner acceptable in the industry and in accordance with generally accepted standards, and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller represents and warrants that it shall not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or Buyer in retaining or obtaining business or in procuring the Products. Buyer's inspection, test, acceptance, or use of the Products shall not affect Seller's obligations under these warranties. These warranties shall survive any inspection, delivery, acceptance, or payment by Buyer.

15. COMPLIANCE WITH LAWS. Seller represents and warrants that it is in compliance with, and all Products supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules, and regulations. Seller shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion, or delivery of any Product.

16. TERMINATION FOR CONVENIENCE. Buyer may terminate all or any part of this Order for convenience at any time upon written notice to Seller. Upon such termination, Buyer's liability will be limited to reasonable termination charges mutually agreed by Seller and Buyer, provided that Seller must specify any proposed charges in writing within fifteen (15) days after termination. To the extent Seller seeks termination charges, Seller shall provide all such original documentation to Buyer justifying the proposed termination charge. In no event shall the amount payable hereunder exceed the lesser of (a) the Order value, or (b) provable damages directly resulting from and caused by Buyer's termination.

17. TERMINATION FOR CAUSE. Buyer may also terminate this Order or any part hereof for cause if (a) Seller becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors, or (b) in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this offer. Without limiting any other rights of termination that Buyer may have, late deliveries, deliveries of Products which are defective or which do not conform to this Order, and failure to provide Buyer, upon request, of adequate assurances of future performance shall all be causes allowing Buyer to terminate this Order for cause. Buyer shall not be responsible for any termination charge if terminating for cause.

18. CONFIDENTIAL OR PROPRIETARY INFORMATION. Notwithstanding any document marking to the contrary, any knowledge or information that the Seller has disclosed or may later disclose to Buyer, and which in any way relates to the Products covered by this Order will not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and will be acquired by Buyer, free from any restrictions. Seller will not transmit to Buyer any sensitive personal information, including, but not limited to, identified health information, financial

information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Seller will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by Buyer in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Buyer's prior written consent. Except as required for the efficient performance of this Order, Seller will not use such information, make copies, or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Buyer. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Order, Seller will promptly return to Buyer all materials incorporating any such information and any copies, except for one record copy. Seller agrees that no acknowledgment or other information concerning this Order and the goods or services provided will be made public by Seller without the prior written agreement of Buyer.

19. INDEMNIFICATION. Seller shall indemnify, defend, and hold Buyer and its affiliates harmless from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or suppliers. Seller shall, on request, pay or reimburse Buyer or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Buyer or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage.

20. PATENT AND COPYRIGHT INDEMNITY. Seller shall indemnify, defend, and hold harmless Buyer, Buyer's customers, and any subsequent seller or user of the Products against all claims and proceedings alleging infringement of any United States or foreign patent and copyright by any Products delivered under this Order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to Products manufactured pursuant to detailed designs developed and furnished by Buyer not to any infringement arising from the use or sale of Products in combination with items not delivered by Seller if such infringement would not have occurred from the use or sale of such Products solely for the purpose for which they were designed or sold to Buyer. In addition, for infringement claims, Seller will, at its own expense and at Buyer's option, either procure for Buyer the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof. Seller shall not enter into any settlement without Buyer's prior written consent. Buyer may, in its sole discretion, take control of the settlement and/or defense of any such matter, including selection of counsel and Seller shall remain solely responsible for all losses, costs and expenses incurred therein.

21. **LIMITATION OF LIABILITY**. BUYER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY BUYER FOR THE PRODUCTS. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, BUYER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. INSURANCE. Seller represents and warrants that it has and shall maintain at all times (a) Workers Compensation insurance as required by law and Employer's Liability ($1,000,000 per occurrence and disease each employee and policy limit), and (b) Commercial General Liability insurance with minimum limits of five million dollars ($5,000,000) for each occurrence, including coverage for products liability and operations liability. The above requirements may be met with a combination of general liability and excess/umbrella policies. All policies must be with carriers with an A- or better rating through Bests Cumulative Rating and in a form satisfactory to Buyer. Seller shall cause its insurance carrier(s) to name Buyer as an Additional Insured on the coverages set forth in (b) above. Certificates evidencing such policies shall be provided to Buyer within ten (10) days of Seller's acceptance of the Order. The amount of Seller's insurance in no way limits any of Seller's obligations under to this Order. All certificates of insurance should be sent to us-legal@hellofresh.com.

23. ASSIGNMENT. Seller shall not have the right to assign, transfer, subcontract or pledge any interest, rights or obligations under this Order, in whole or part, whether voluntarily, involuntarily, or by operation of law (including, but not limited to, by merger or liquidation) or delegate any rights hereunder, in whole or part, to any third parties without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 23 shall be null and void and shall be deemed to be a material breach. No assignment or delegation shall relieve Seller of any of its obligations hereunder. In the event of an approved assignment, all terms and conditions of this Order shall be binding upon the successors and assigns of Seller.

24. NONWAIVER; CUMULATIVE REMEDIES. Any failure or delay by Buyer to enforce any provision of this Order shall not constitute a waiver of such provision or prejudice the right of Buyer to enforce such provision at any subsequent time. All rights and remedies provided in this Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Order or agreement between the parties or otherwise.

25. SEVERABILITY. If one or more provisions of this Order are held to be unenforceable under applicable law then (i) such provision shall be excluded from this Order, (ii) the balance of the Order shall be interpreted as if such provision were so excluded, and (iii) the balance of the Order shall be enforceable in accordance with its terms.

26. PUBLICITY. Seller will not, without the prior written consent of Buyer, (a) disclose the existence of this Order or any of its respective terms to any third party, or (b) use Buyer's name or logo in publicity, advertising, or similar activity.

27. TAXES. All prices herein include all applicable federal, state, and local taxes as may be assessed against Seller except those sales or use taxes required by law to be paid by Buyer.

28. NOTICES. All notices, requests and demands to or upon either party must be in writing and shall be considered received (a) upon hand-delivery, (b) one (1) business day after being sent by overnight courier, (c) three (3) business days after being deposited in the United States mail, postage prepaid, or (d) upon receipt of the notice by email, with confirmation. All notices must be addressed to the Parties as follows, or to any other address as either party may designate in a notice to the other party. Notices to Buyer shall be sent to 28 Liberty Street, 10th Floor, New York, NY 10005, Attn: Legal Department, email US-Legal@hellofresh.com. Notices to Seller shall be sent to the address listed on the Order unless otherwise directed by Seller in writing.

29. CHOICE OF LAW AND FORUM. This Order and all matters arising out of or relating to this Order, whether sounding in contract, tort, or statute are governed by, and shall be construed in accordance with, the laws of the State of New York, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The parties agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in the State of New York, County of New York, for purposes of determining all disputes arising out of or relating to this Order and irrevocably waive any and all objections to venue or inconvenient forum in those courts.

30. ENTIRE AGREEMENT. This Order constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between Seller and Buyer concerning the production and purchase of products. Any additional, contrary, or different terms contained in any of Seller's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Order, are deemed rejected by Buyer and shall not modify this Order or be binding on the parties. The terms in this Order may not be modified or waived except in writing and signed by both parties. Any provision of this Order that contemplates performance or observance subsequent to termination or is meant, by its nature, to survive termination, will survive any termination of this Order and continue in full force and effect. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.