

DATE OF LAST REVISION: JANUARY 2015 (click [here](#) to access previous versions of Purchase Order Terms and Conditions)

ACCEPTANCE OF THIS PURCHASE ORDER (P.O.) CONSTITUTES AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS

1. Within one day after shipping each lot of material hereunder, Seller must transmit an invoice bearing this P.O. number, and a bill of lading, if applicable. Failure to do so will result in the return of the unpaid invoice to Seller for clarification. All invoices, packages, and/or correspondence submitted must indicate the P.O. number, name of Company, Marketing Activity Authorization (MAA) number (if applicable) and invoice number as indicated on the P.O. For ingredients and packaging materials, all containers shall be properly labeled with Buyer's internal raw materials number. No Saturday, Sunday or holiday deliveries are permitted unless specified. Any forecast provided by Buyer is a non binding estimate only subject to change by Buyer.
2. Material safety sheets (MSDS) must be provided by Seller upon initial delivery, with any future delivery where product composition changes, and upon any MSDS update or revision.
3. All materials supplied or services performed by Seller must: (a) correspond in all respects with any sample provided to Buyer; (b) conform to the quantity, quality and description in the P.O. and to any separate written specification notified by Buyer in writing; (c) be of merchantable quality and fit for all purposes made known by Buyer or for which the materials or services are commonly supplied; (d) be free of any defect in design, materials, manufacture, packaging or instructions, and be safe to the extent that people generally are entitled to expect; (e) be capable of meeting any standard or level of performance demonstrated by Seller or specified by Buyer; and (f) in the case of food materials, comply with the requirements of the Food Standards Code and not be adulterated or misbranded.
4. The contract price is inclusive of all delivery and packing costs, unless otherwise agreed by Buyer. Ownership of, and risk of loss or damage to materials, passes to Buyer upon delivery.
5. Seller guarantees that all materials supplied or services performed by Seller will: (a) be free of any and all liens and encumbrances of any kind; (b) not infringe any third party's intellectual property rights; (c) be performed in a good and workmanlike manner and in compliance with all laws and regulations; and (d) conform to the standards set forth in Campbell's Supply Base Requirements and Expectations Manual which is found on the website: <http://www.Campbellsoup.com> at About Us, Supplier Requirements. Seller also guarantees it has all licenses and permits that may be required for Seller to perform its obligations under this P.O.
6. If materials are not delivered or services not performed on time or in accordance with the P.O. or other written instructions then Buyer may, without prejudice to any other remedy which may be available: (a) cancel the P.O. wholly or in part; and (b) return any materials already delivered but which cannot be effectively and commercially used by Buyer; and (c) recover from Seller any money already paid in respect of materials or services; and (d) recover from Seller any additional expenditure reasonably incurred by Buyer in obtaining replacement materials or services; and (e) recover from Seller any loss or damage that Buyer has incurred as a result of the non-delivery of the materials or failure to perform the services.
7. Seller shall maintain and observe the following insurance: (a) commercial general liability (bodily injury and property damage), including contractual and product liability and noting Buyer's interest; (b) automobile liability; and (c) workers' compensation. Before work begins, Seller shall furnish Buyer with certificate(s) of insurance, on insurer's letterhead, evidencing such coverage. All such policies shall be issued by insurer(s) with a Best's rating of at least A, Financial Class Size VIII (or an equivalent acceptable to Buyer), and in such amounts as are reasonably acceptable to Buyer (at least \$10 million for (a)). Seller shall provide Buyer with prior written notice of any material change in, or expiry or cancellation of any such policy.
8. Seller indemnifies Buyer against any and all loss, damage and expense Buyer suffers or incurs in connection with: (a) any breach of these terms and conditions by Seller; or (b) any negligent or willful act or omission of Seller, its agents, employees, subcontractors or anyone directly controlled by Seller in the performance of the services or materials it provides to Buyer.
9. Seller agrees not to use for any purpose other than the filling of this P.O. any drawings, blueprints, samples or other information provided by Buyer and to treat such material and information as confidential. Unless otherwise directed by Buyer, Seller agrees to return all such drawings, blueprints, samples and other information to Buyer at the conclusion or termination of work under this P.O.
10. Seller agrees to create accurate records, books and accounts of costs and charges to Buyer and to maintain them in accordance with generally accepted accounting principles. Buyer shall have the right to review and inspect such records, books and accounts to confirm that amounts invoiced to Buyer were correctly calculated.
11. Seller may not assign or delegate the performance of its obligations under this P.O. without prior written approval from Buyer.
12. Subject to this clause, the contract price is inclusive of all taxes, duties and charges for which Seller is liable. Seller must be registered for GST. Seller will be entitled to recover any GST payable in relation to a supply to Buyer if the GST is specified in the P.O. and Seller provides Buyer with a valid tax invoice.
13. For sales in Australia, this P.O. and the transactions contemplated by it are governed by the laws of New South Wales and each party consent to the jurisdiction of the courts of New South Wales. For sales in New Zealand, this P.O. and the transactions contemplated by it are governed by the laws of New Zealand and each party consents to the jurisdiction of the courts of New Zealand.

14. These terms and conditions apply to any P.O. for materials or services placed by Buyer, whether as an offer or acceptance of an offer. These terms and conditions are subject to any signed written contract between Buyer and Seller. No change in this P.O., or approval of any change order submitted by Seller, shall be valid or enforceable without prior written approval signed by Buyer.

15. As a condition of doing business with Buyer, Buyer may require that Seller subscribe to the Ariba Supplier Network (the "Ariba Network") and transact business electronically using such network. Transactions on the Ariba Network may include, but are not limited to, Seller's electronic receipt of orders, change orders and advance ship notices and its electronic transmission of order confirmations, invoices and credit memos. Seller shall conform to the processes and procedures for electronic transactions as identified by Buyer and the Ariba Network. Seller is solely responsible for any costs or fees associated with Seller's subscription to or use of the Ariba Network.