

Hain Celestial Purchase Order Terms and Conditions – Canada

These Hain Celestial Purchase Order Terms and Conditions (the “**Terms and Conditions**”) shall govern a purchase order (the “**Purchase Order**”) placed by Hain-Celestial Canada, ULC or one of its affiliates (“**Hain**”) with a supplier (“**Supplier**”) of goods, materials or other products or services as specified in the Purchase Order (collectively, the “**Goods**”).

1. **Acceptance.** Supplier shall be deemed to have accepted the Purchase Order and these Terms and Conditions upon the earlier of (i) Supplier’s failure to raise any issues with the Purchase Order within 48 hours of receipt, or (ii) shipment of the Goods covered under the Purchase Order.
2. **Agreement to Provide and Purchase the Goods.** Supplier agrees to provide, and Hain agrees to purchase, the Goods in the quantities and at the prices set forth in the Purchase Order. Time is of the essence for the Purchase Order.
3. **Prices Inclusive.** Unless expressly otherwise provided in the Purchase Order or agreed upon in writing by Hain, the price includes any and all taxes, whether sales, use, excise, or other, or fees, duties, or other governmental impositions, whether or not the same are set forth separately on invoices to Hain. Unless expressly otherwise provided in the Purchase Order or agreed upon in writing by Hain, in no event shall Hain be responsible for any additional costs incurred by Supplier related to the production, packaging, shipment, delivery and/or sale of the Goods.
4. **Invoicing and Payment Terms.** Invoices shall be submitted upon shipment of the Goods to Hain. Payments will be made in accordance with the payment terms in the Purchase Order. If payment terms are not stated in the Purchase Order, payment is due within 90 days of Hain’s receipt of the invoice.
5. **Shipment and Risk of Loss.** Supplier shall prepare and pack for shipment all Goods in accordance with good commercial practices. Supplier shall be responsible and bear the risk of loss or damage for the Goods covered by the Purchase Order until (i) the Goods are received at the designated delivery point or (ii) in the event Hain is arranging the freight, the Goods are picked up by the carrier.
6. **Representations and Warranties.** Supplier represents and warrants that (i) the Goods have been produced in compliance with Hain’s specifications (where applicable) and all applicable laws and regulations, (ii) the Goods have been produced in a professional and workmanlike manner and are free from defects in material and workmanship, (iii) the Goods are merchantable, safe and appropriate for the purpose for which goods of this kind are normally used, and (iv) the Goods have been produced in accordance with industry standard practices, including any necessary inspections and tests necessary to substantiate that the Goods conform to the above requirements.
7. **Remedies.** If any Goods are not materially in conformance with these Terms and Conditions and/or the Purchase Order, Hain reserves the right to (i) cancel the Purchase Order or any part thereof, (ii) reject or return the Goods at Supplier’s expense, (iii) purchase replacement Goods elsewhere with Supplier bearing the incremental expense, and/or (iv) retain the Goods and repair any defects at Supplier’s expense.
8. **Changes.** Hain may, at any time prior to shipment, change the specifications for the Goods and delivery thereof. Supplier will accept any changes, provided that if a change increases or decreases

the cost or time required for performance, the parties will equitably adjust and modify the terms of the Purchase Order in writing accordingly. Any revisions to the Purchase Order, price or otherwise, must be in writing and approved by Hain.

9. **Recalls.** Hain will have sole discretion with regard to all decisions relating to whether to institute an inventory retrieval, recall, withdrawal or any other action to stop the distribution and/or sale of the Goods (collectively "Recall"), as well as all decisions concerning any Recall strategy and execution. Supplier will cooperate with Hain in executing any Recall, including coordinating with Hain regarding any communication with local, state, or federal governmental agencies concerning a potential or actual Recall. Whenever Supplier becomes aware that any Good is defective in any manner that is or may become harmful to persons or property, or that a Good is mislabeled, adulterated or misbranded within the meaning of any international, federal, state or local law, or a Good is otherwise in non-conformance with either government standards or the specifications, as applicable, Supplier shall promptly, but not more than twenty-four (24) hours after first notice, give notice thereof to Hain. If Hain determines, in its sole discretion, that it shall undertake a Recall of any Product, Supplier shall carry out such action as reasonably directed by Hain. When a Recall results from Supplier's failure to produce according to these Terms and Conditions, (1) Supplier shall pay all direct costs and expenses necessary to Recall, recover, repackage, transport, and/or destroy any affected Goods in accordance with Hain's reasonable directions, and (2) Supplier will be liable to Hain for its costs in connection with administering the Recall, any consumer injury or damage attributable to such Recall, and any governmental fines or penalties assessed as a result of such Recall. Supplier cannot, without the prior written approval of Hain, issue a Recall notice referencing any products or brand names of Hain. Supplier shall maintain a written Recall policy, procedure and any required FDA FSMA food safety plan or FDA/USDA HACCP plan as applicable on file at the Supplier's offices.
10. **Indemnification.** Supplier will indemnify, defend and hold harmless Hain, and its shareholders, directors, officers, employees, partners, contractors, agents, representatives, successors and assigns from and against any and all judgments, suits, penalties, claims, liabilities, demands, lawsuits, litigation, losses, damages (including consequential damages and penalties), fees, costs and expenses (including attorney's fees and defense costs), obligations, liens, executions, fines, awards, defenses and causes of action of every and all types, kinds or nature (collectively, "**Losses**") that arise out of or in connection with: (i) a material breach of its representations, warranties or obligations as set forth herein and (ii) the Goods, including but not limited to, any actual or alleged infringement of any third party intellectual property rights; provided that such Losses were not caused by the gross negligence or willful misconduct of Hain.
11. **Confidentiality.** All terms and conditions of the Purchase Order shall remain confidential between Supplier and Hain. Without Hain's prior written consent, Supplier shall not (i) disclose or use any non-public information regarding Hain for any purpose other than performing the Purchase Order, (ii) announce, publicize or discuss with third parties the subject matter of the Purchase Order, (iii) include Hain's name or trademarks in any marketing materials or (iv) disclose that Hain is Supplier's customer. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity.

12. **Force Majeure.** Neither party will be liable for delay or failure to perform to the extent due to natural disaster, fire, explosion, war, terrorism, government action or circumstances beyond its reasonable control and without its fault or negligence (each a “**Force Majeure Event**”). The affected party must promptly notify the other of such Force Majeure Event and use all reasonable efforts to resume performance as soon as possible. If a Force Majeure Event affects Supplier’s fulfilment of the Purchase Order, Hain may immediately terminate the Purchase Order without liability.
13. **Termination.** Hain may terminate the Purchase Order, in whole or in part, at any time prior to shipment for any reason by written notice, or verbal notice confirmed in writing, to Supplier. In the event Supplier is not in breach or default hereunder, Supplier’s sole remedy for termination of the Purchase Order by Hain will be limited to recovery of its actual direct costs resulting from termination. Supplier may not recover lost profits or consequential damages in the event of termination of the Purchase Order by Hain.
14. **Independent Contractor Relationship.** Supplier and Hain are independent contracting parties and these Terms and Conditions and the Purchase Order do not create the relationship of principal and agent, partners, joint ventures or employer and employee between Supplier and Hain. Neither Supplier nor Hain shall have authority to bind or otherwise obligate the other party in any manner, nor shall Supplier or Hain represent to anyone that it has a right to do so.
15. **Insurance.** Supplier agrees to maintain commercial general liability insurance, including product liability coverage, in amounts appropriate for Supplier’s business. Upon request from Hain, Supplier will furnish certificates of insurance evidencing such coverage.
16. **Records.** Supplier agrees to promptly make available to Hain or Hain’s designated representative, upon request, all records, process control documents, processing charts, sanitation or pest control records and all other records and documents relating to or affecting the manufacture of the Goods, including any certifications and other substantiation necessary to substantiate that the Goods conform to the requirements set forth in the Purchase Order.
17. **Supplier Code of Conduct; Supplier Expectations Manual.** Supplier shall comply with Hain’s Global Supplier Code of Conduct, available at <https://www.hain.com/impact/hain-policies/> and as amended from time to time by Hain. Supplier shall also comply with Hain’s Supplier Expectations Manual.
18. **Governing Law.** The validity, construction and performance of the Purchase Order and these Terms and Conditions shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any conflict of laws provisions thereof.
19. **Master Supply Agreement; No Other Terms or Conditions.** To the extent that Hain and Supplier have entered into an agreement that covers the overall relationship between Hain and Supplier and the Goods outlined under the Purchase Order (a “**Master Supply Agreement**”), and there are any inconsistencies between such Master Supply Agreement and these Terms and Conditions, the terms of such Master Supply Agreement shall prevail. Any additional terms or conditions provided or proposed by Supplier outside of a Master Supply Agreement or the Purchase Order, including without limitation on a Supplier-provided purchase order or other ordering document, shall be null and void.