



2019

## **PRODUCT GUARANTEE AND INDEMNIFICATION AGREEMENT**

We (the undersigned) guarantee to you that any articles comprising any shipment or other delivery hereinafter made by us to you or any of your affiliates, as of the date of such shipment or delivery and insofar as applicable, shall not be adulterated or misbranded within the meaning of the Federal Food, Drug & Cosmetic Act, and shall not be an article which may not, under the provisions of Section 404 and 505, be introduced into Interstate Commerce. Additionally, said articles shall conform to all applicable Consumer Product Safety Standards, bans and rules issued under the Federal Consumer Product Safety Act (the "Act") and the Federal Hazardous Substances Act ("FHSA") and shall not be an article which is a banned hazardous product under the Act, or a banned hazardous substance under FHSA. In addition and insofar as applicable, said articles have been inspected by the United States Department of Agriculture and shall not be adulterated or misbranded within the meaning of the Poultry Products Inspection Act and all of its amendments, the Federal Meat Inspection Act ("FMIA") with all of its amendments, and shall not be an article which may not, under the provisions of Part 302 or 325 of FMIA, be introduced into Interstate Commerce. We further guarantee that any said articles shall comply with all other federal laws, rules and regulations of all political subdivisions of the United States of America, including HACCP and with the laws, rules and regulations of the respective states and their respective political subdivisions whether now or hereinafter acted. All guarantees made herein are subject to the fact that we do not guarantee against such goods becoming adulterated or misbranded within the meaning of any Act by reason of causes beyond our control.

We agree that if any articles now or hereinafter shipped by us are found to violate any of the above indicated laws, rules and regulations, or are otherwise rendered unmarketable by any authorities administering same, we shall accept return of the product, if said product shall not have been seized or condemned by the governmental authority, and shall refund to you the cost thereof as billed to you together with any reasonable and necessary transportation charge incurred in said return. If any such article shall have been seized by governmental authority, we shall refund to you the cost thereof as billed to you but will be entitled to defend, in our own name, and at our own expense, any such seizure, and to obtain possession of such articles in the event that we are successful in such defense.

We further agree that if any claim shall be made against you alleging any trademark, copyright, patent or any other license infringement or injury and/or damage from the use or purchase of any article shipped by us, we shall indemnify, defend, and hold you harmless of and from any and all liability arising by virtue of such claim, including costs, expenses and attorneys' fees, provided that the injury or damage is not due to the negligence or misconduct of you, your successors, agents, employees or other third parties, and that you shall give us prompt notice of such claim. We agree that upon said notification, we shall assume your defense with counsel acceptable to us.

We will send a Certificate of Insurance with respect to our Products Liability Insurance, which provides a Broad Form Vendor's Endorsement. This Agreement shall constitute a continuing guarantee of the matters above stated which shall be subject to termination by written notice.

For: Perdue Foods LLC

By: Bruce Stewart-Brown, DVM  
(Authorized signature)