

Warranty

Floyd Peterson Co., Inc. (hereinafter referred to as "Seller") warrants to EJ Foods (hereinafter referred to as "Buyer") only as follows as to each and every article of food contained in each and every shipment, or other delivery hereafter made by Seller to Buyer, or on the order of Buyer (hereinafter referred to as the "Food"); namely, that to the best of Seller's knowledge as of the date of such shipment or delivery:

- The Food has been handled by Seller in compliance with the Federal Food, Drug, and Cosmetic Act (21 USC §301 et seq.) (the "Federal Act") and with all State and local laws and regulations which are uniform with (identical with or substantially the same as) the Federal Act.
- The Food is suitable for human consumption.
- The Food is in compliance with finished product specifications provided by Buyer in writing and in advance to Seller.
- The Food has been handled by Seller in compliance with 21 CFR §110 current good manufacturing practice.
- The Food is not adulterated, misbranded or an article prohibited from introduction into interstate commerce within the meaning of the Federal Act or the meaning of all State and local laws and regulations which are uniform with (identical with or substantially the same as) the Federal Act.

This Warranty is given in lieu of all other warranties. There is no other implied or express warranty of merchantability or fitness for a particular purpose. Seller shall not be liable for incidental or consequential damages, whether the theory be breach of this, or any other warranty, negligence or strict tort.

Except as specified in the Warranty, Seller shall have no obligation or liability whatsoever to Buyer, including, without limitation, any claims for consequential damages or labor costs, by reason of any breach of the Warranty described herein. Buyer further hereby agrees to indemnify and hold Seller harmless from and against all losses, damages, obligations, liabilities, suits and causes of action (other than the cost of replacing or repairing the defective product as specified in the Warranty) arising directly or indirectly from the acts, omissions, or negligence of Buyer in connection with or arising out of the storage, merchandising, processing, or any other use of any product described in this quotation and sold or furnished by Seller to Buyer.

This limited Warranty is continuing and shall be in full force and effect and binding upon the Seller with respect to all Food shipped and delivered by Seller to Buyer, or on the order of Buyer (including goods in transit). Except as specifically provided for in this limited Warranty, the Seller does not in any way warrant the merchantability of the Food, or the fitness of the Food delivered to Buyer, or on the order of Buyer, for any purpose other than the ordinary purposes for which such Food is used. To the fullest extent permitted by law, Seller's sole obligation under this limited Warranty shall be to replace, without charge, any Food which shall prove defective within two (2) calendar days from the date of delivery.

SELLER: Floyd Peterson Co., Inc.

Seller's Authorized Agent: *Art Wilk*

Title: *Dir. Supply Chain mgmt + Food Safety*

DATED this *6th* day of *January*, *2020*

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