



KINGS COMMAND FOODS, LLC., EST. #M1515A, P6121A, Kent, WA
KINGS COMMAND FOODS, LLC., EST. #M1515B, P6121B, VERSAILLES, OH

King's Command Foods, LLC ("Seller") guarantees that each and every article of food delivered to or for Pacific Food Distributor ("Buyer"), as of the delivery date: (a) is not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "FDC Act"), the Federal Meat Inspection Act and the Poultry Products Inspection Act, in each case if applicable; (b) is not an article which, under the provisions of sections 404 or 405 of the FDC Act, if applicable, may not be introduced into interstate commerce; and (c) if the article contains a color additive, the color additive was from a batch certified in accordance with the FCD Act, if applicable. This guaranty does not apply to any article subjected to improper use, handling or storage after delivery or to use contrary to or inconsistent with Seller's instructions. Seller shall not be liable for any breach of this guaranty arising out of or resulting from Seller's compliance with Buyer's specifications, labeling instructions or other requirements.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE AND THOSE IN A WRITING SIGNED BY AN OFFICER OF SELLER AND BUYER, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ARTICLES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES.

This guaranty shall remain in effect until terminated by Seller on written notice to Buyer, provided, however, that termination shall not be effective as to any orders accepted by Seller prior to termination. This guaranty supersedes and replaces any prior guaranties given by Seller.

January 5, 2021
Date

Ali Mohseni
EVP/Chief Food Safety Officer