



### GENERAL AND CONTINUING PRODUCT GUARANTEE

The undersigned, Continental Mills, hereinafter referred to as "Seller", hereby GUARANTIES the article comprising each shipment or delivery hereafter made by the Seller to **Pacific Food Distributors**, referred to as "Buyer", or on the order of the above-named Buyer, as of the date of such shipment or delivery, to be, on such date:

- (a) not adulterated or misbranded or injurious to the health within the meaning of the Federal Food, Drug and Cosmetic Act, and all amendments thereto, including the Food Additives Amendment of 1958 to the extent said Act is then effective and applicable, and that such articles are not articles which may not be introduced into Interstate Commerce under the provisions of Sections 404 and 405 of said Act;
- (b) not in a misbranded package within the meaning of the Federal Hazardous Substances Labeling Act to the extent said Act is then effective and applicable;
- (c) in compliance with the requirements of the Poultry Products Inspection Act and the Meat Inspection Act to the extent that said Acts are then effective and applicable;
- (d) in compliance with and not adulterated or misbranded within the meaning of any identical or substantially similar state or municipal law, on the subject, to the extent said law is then effective and applicable; provided, however, that where any articles are packed and shipped or delivered under Buyer's labels, Seller's liability under this Guaranty, for any misbranding, shall be limited to liability for the failure, if any, of the articles to conform to the labels furnished to the Seller by the Buyer.

The Seller further agrees to indemnify and save the above-named Buyer and its affiliates, and their respective officers, directors, employees, agents, representatives and stockholders harmless against any expense which it may incur or damage which it may suffer by reason of the breach of such Guaranty, provided, however, that Seller is promptly notified by and is permitted, at its option, to deal therewith in pursuance of its own discretion and through its own representatives.

This is a Continuing Guarantee, subject to revocation on written notice thereof.

January 4, 2021

Seller: Continental Mills

By:

  
Kraig Bergmann  
Vice President, Quality and Regulatory