

# GARIMARK FOODS, INC. CONTINUING PRODUCT GUARANTEE



The undersigned hereby certifies that each shipment or other delivery of articles of food, hereafter represented by the undersigned to, or on the order of the company to whom this guaranty is addressed, its divisions or subsidiaries (the "Company") is hereby guaranteed, as of the date of such shipment or delivery, to be on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as from time to time amended, not an article which, under the provisions of Section 404 or 505 of the Act, may not be introduced into interstate commerce, not in violation of the provisions of the Food Additives Amendment of 1958 and not to contain sufficient amounts of any toxic or cancer-causing chemical to require warnings under the California Safe Water and Toxic Enforcement Act of 1986.

The undersigned represents and sells poultry products manufactured under approved HACCP plans with facilities under Regulatory Inspection by the United States Department of Agriculture whose personnel are responsible for monitoring and verifying compliance.

This guaranty is in like terms extended and shall be applicable to any lawful state law or municipal ordinance in which the definitions of adulteration or misbranding are substantially the same as those in the Federal Food Drug and Cosmetic Act, as amended, to the extent that such state law or municipal ordinance is then elective and applicable to the articles or products when sold, shipped or delivered. The Company to whom this guaranty is addressed, as well as said divisions or subsidiaries agree to promptly, in writing, notify the undersigned of any demand, complaint or proceeding for the claimed violation of any of the above-mentioned laws, giving the name and address of the complaining party and the product concerned.

The undersigned agrees to indemnify and hold harmless the Company against any judgment for damages entered against Company as a result of litigation in which it is determined that breach of this guaranty by the undersigned was the proximate cause of the damages, including costs of the litigation and attorneys' fees, provided that the undersigned is promptly notified of any claim for such damages and is permitted to deal with such claim at its discretion through such attorney or insurer as it may designate.

This guaranty is not assignable and is a continuing guaranty subject to revocation on written notice thereof. It revokes any continuing guaranty previously given.

GUARANTOR: GARIMARK FOODS, INC.

BY:

Gari Church

President

DATE: January 1, 2021