## **CONTINUING PRODUCT GUARANTEE**

Hormel Foods Corporation (HFC)

1 Hormel Place, Austin MN 55912 - including its subsidiaries and divisions:

Alma Foods LLC Applegate Farms LLC

Burke Marketing Corporation, dba

**Burke Corporation** 

Century Foods International LLC

Columbus Manufacturing Inc.

Dan's Prize Inc. Dold Foods LLC

Fontanini Foods, LLC

Hormel Foods Corporate

Services LLC

Hormel Foods Int'l Corp. Hormel Foods Sales LLC

Hormel Health Labs LLC Jennie-O Turkey Store Inc

Jennie-O Turkey Store Sales

LLC

Justin's LLC

Lloyds Barbeque Company LLC

Mexican Accent LLC Mountain Prairie, LLC Osceola Food LLC

Progressive Processing LLC

Rochelle Foods LLC Sadler's Smokehouse LLC Swiss American Sausage Co., a division of Provena Foods Inc.

Skippy Foods, LLC

(collectively "Hormel Foods") hereby guarantees that each food product hereafter shipped or delivered by it to any location, distributor, store, office or warehouse of:

> PACIFIC FOOD DISTRIBUTORS 12300 SE CARPENTER ROAD PO BOX 2810 CLACKAMAS OR 97015

(the "Buyer") is, on the date of such shipment or delivery,

- a) As to FDA regulated food products: not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (FDCA) as amended, and is not a product which may not, under the provisions of sections 404 and 505 of the FDCA, be introduced into interstate commerce; or
- b) As to USDA-FSIS regulated food products: not adulterated or misbranded within the meaning of the Federal Meat Inspection Act (FMIA) or Poultry Products Inspection Act (PPIA), as applicable.

This guarantee shall not apply to misbranding arising out of the use of Buyer-applied or supplied labels, or any label elements required by Buyer.

Hormel Foods' civil liability, if any, shall be determined by its General Terms of Sale applicable to sales of said products by Hormel Foods and by normal judicial processes.

Hormel Foods agrees to indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action, liability or loss directly or indirectly arising from or proximately connected with Hormel Foods' breach of the Guarantee set forth above, except to the extend caused by Buyer's (including its agents or employees') acts or omissions, or breach of any agreement between the parties.

This is a continuing guarantee subject to revocation at any time by written notice to Buyer. This continuing guarantee agreement is not assignable and revokes any prior guarantee agreement between the parties.

Signed at Austin, Minnesota, this 5th day of January, 2021.

HORMEL FOODS CORPORATION 1 Hormel Place, Austin, MN 55912-3680

JEFF B. HORNER Risk Manager