



CONTINUING GUARANTY AND HOLD HARMLESS AGREEMENT

1. The undersigned, Baron Spices, Inc., a Missouri corporation (hereinafter the "Company"), hereby guarantees that any product manufactured, packed, warehoused, distributed, shipped, delivered, labeled, or sold by the Company (hereinafter the "Product") to or on the order Pacific Food Distributors (hereinafter the "Customer"), shall not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the "FDCA"), as amended, or any rules and regulations promulgated there under; shall not be an article which may not, under the provisions of Section 404 and 505 of the FDCA, be introduced into interstate commerce; and shall be in compliance with any other federal, state and local laws and any rules and regulations promulgated there under.
2. The Company further guarantees that any Product shall be manufactured, packaged and labeled in accordance with the requirements of the Consumer Products Safety Act, as amended; the Federal Hazardous Substances Labeling Act, as amended; and all other federal, state and local laws, including all rules and regulations promulgated there under, concerning the manufacturing, packaging and labeling of the Product.
3. The Company warrants that the Product is merchantable, fit for the particular purpose intended by the Customer and free from defect at the time of shipping.
4. The Company agrees to protect, indemnify and hold harmless the Customer and its agents and customers from any loss, damage, liability and expense (including reasonable attorney's fees, cost and expenses) for death or injury to persons or damage to property, directly or indirectly, arising out of, or in connection with, the consumption or use of any Product from any shipment or delivery by the Company, or the breach of any guarantee or warranty, whether implied or express, by the Company, except as to the extent such loss, damage, liability or expense is the direct result of negligent acts or willful misconduct of the Customer. The Company agrees to hold the Customer and its agents and customers harmless from and shall, at the Company's expense, answer or defend any action, claim, suit demand or proceeding instituted against the Customer, its agents and customers for any loss, damage, liability or expense (including reasonable attorneys' fees, costs and expenses) sustained or claimed to have been sustained by any individual, firm, corporation, or other person, directly or indirectly.

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5. The Company agrees to maintain in effect insurance coverage with reputable insurance companies covering workmen's compensation and employers' liability, automotive liability, comprehensive liability, all with such limits as are sufficient in the Customers reasonable judgement, to protect the Company and the Customer from the liabilities insured against by such coverages. The Company shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to the Customer. In addition, the Customer shall be named as an additional insured with respect to the comprehensive general; product, automobile and excess liability coverages specified herein and all such policies shall provide a waiver of subrogation in favor of the Customer.
6. **The Continuing Guaranty and Hold Harmless Agreement is continuing and shall be in full force and effect and binding upon the Company until revoked in writing.**

January 11, 2022

By _____
BARON SPICES, INC.
Tim Wieggers

