



## GUARANTEE AND INDEMNITY AGREEMENT

### 1. Guarantee

Ken's Foods, Inc. (Ken's) hereby guarantees that, as of the date of shipment to **Pacific Food Distributors** ("Buyer"), the articles of food manufactured by Ken's (the "Articles") are (i) not adulterated, misbranded or packed in misbranded packages within the meaning of the federal Food, Drug and Cosmetic Act, the federal Insecticide, Fungicide and Rodenticide Act, the federal Hazardous Substances Labeling Act or any other applicable federal, state or local law ordinance, rule or regulation (the "Acts"); (ii) not articles that may not under the Acts be introduced into interstate commerce or be legally transported or sold; (iii) free from salmonella, pathogens, toxins or other poisonous or injurious matter; (iv) free from foreign material; and (v) free from any artificial colorings or preservatives which are not derived from a batch certified by Ken's in accordance with the federal Food, Drug and Cosmetic Act and the federal Food Additives Amendment; provided, however, that (a) Ken's Foods does not guarantee against the Articles becoming adulterated or misbranded within the meaning of the Acts after shipment for reasons beyond Ken's control; (b) where the

Articles are shipped under Buyers label, Ken's guarantee against misbranding shall be limited to that resulting from the failure of the Articles to conform to the label furnished by Buyer; and (c) where Ken's has provided to Buyer a specification of the ingredients of any article of food manufactured by it which article Buyer combines with one or more of its products, Ken's guarantee for misbranding shall be limited to errors in the specification it provided to Buyer for the article sold to Buyer. Ken's further guarantees that, as of the date of shipment to Buyer, all packaging materials provided by Ken's Foods are safe for their intended use and will not cause adulteration of edible products.


### 2. Indemnification

Ken's agrees to indemnify Buyer and its customers from any loss, damage, liability and expense for death or injury to persons or damage to property, directly caused by a breach of the guarantee set forth in paragraph 1 of this Guarantee and Indemnity Agreement, subject to the limitations set forth therein. Ken's further agrees to hold the Buyer and its customers harmless from and shall, at Ken's expense, answer and defend any action, claim, demand, or proceeding instituted against Buyer or its customers for any direct loss for injury sustained or claimed to have been sustained by any individual, firm or corporation as a result of any breach of the guarantee set forth in paragraph 1 of this Guarantee and Indemnity Agreement, subject to the limitation set forth therein.

This guarantee is continuing and shall be in full force and effect until written notice of this revocation is received by Buyer, providing, however, that no revocation shall be effective with respect to Articles shipped prior to receipt of such revocation. This Guarantee and Indemnity Agreement constitutes the sole guarantee between the parties with respect to the Articles, and there are not implied warranties of merchantability or fitness for a particular purpose. This Guarantee and Indemnity Agreement is accepted by Buyer's submission of any order for Ken's products and/or acceptance of such products and may not be varied by any term of any such order or otherwise, unless agreed to by Ken's in writing and signed by an authorized officer of Ken's. It is not assignable and revokes any prior guarantee and agreement.

Dated this 11th day of January, 2022

KEN'S FOODS, INC.  
One D'Angelo Drive  
Marlborough, MA 01752

By:   
Title: V.P. Quality Assurance