



Farm Fresh Goodness Made Great

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PURE FOOD GUARANTEE

Seller, Seneca Foods Corporation and subsidiaries, represents and guarantees that articles of food sold by the Seller to Buyer

PACIFIC FOOD DISTRIBUTORS, INC.
12300 SE CARPENTER DRIVE
CLACKAMAS, OR 97015

Are not adulterated or misbranded within the meaning of the Federal Food Drug and Cosmetic Act and are not articles which may not, under the provisions of the Act, be introduced into interstate commerce; and all such articles of food comprising each and every shipment to the Buyer are free from any substance which may be found harmful or objectionable by the United States Department of Agriculture, the United States Department of Health, Education and Welfare, or any other department or agency of the United States Government or any of the several states, or other political subdivisions and that such articles of food are not unsafe or otherwise rendered unmarketable or prohibited by any law governing the introduction of such items into interstate commerce.

The Seller agrees that if any articles of food shipped by it to the Buyer are found harmful, adulterated, misbranded, unsafe or otherwise unmarketable by any governmental agency, the Seller shall accept return of the said articles of food and shall refund to the Buyer the cost thereof as billed to the Buyer and any fines, penalties or other government charges imposed by reason thereof.

The Seller further agrees that if any claim shall be asserted against the Buyer relating to any article of food sold or shipped by the Seller on the basis that such articles of food are or were harmful, adulterated, misbranded, unsafe or otherwise unmarketable, the Seller shall immediately indemnify, defend, and hold the Buyer harmless of, and free from, any and all liability which may arise by virtue of such claim; provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that such claims are caused by negligence of Buyer and, provided further, that the Seller is given prompt notice of any claim and is authorized to deal therewith as the Seller deems best and Seller shall control all aspects of litigation or settlement of such claims and Buyer shall not resolve or settle any such claim without the written consent of Seller.

This representation shall constitute a general and continuing guarantee of the matters and things stated herein and supersedes any previous Pure Food Guarantee.

SENECA FOODS CORPORATION

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1/12/2022