

March 29, 2022

Food and Drug Guaranty

Volflex, Inc. (Volflex), with its principal place of business at 10920 W. Walnut Lane, Mokena IL, hereby guarantees to Pacific Foods PFD ("Buyer"), with its principal place of business in Clackamas, OR. That all food and drug products hereafter sold by Volflex, in all respects, comply with the Federal Food, Drug and Cosmetic Act, and all acts amending or supplementing the same, including, without being limited to, the Food Additive Amendment of 1958, and with the pure food and drug laws of each and all of the states of the United States, whether now in force or hereafter enacted, into which any such products shipped by Volflex and are not and shall not be at the time of delivery adulterated or misbranded with the meaning of said laws or be articles prohibited from introduction into interstate commerce under the provision of Section 404 or 505 of the said Federal Food, Drug and Cosmetic Act, and are not and do not contain a misbranded hazardous substance or a banned hazardous substance. Volflex agrees to indemnify and hold harmless Buyer for damages it may incur due to a breach of this guaranty; provided that this guaranty shall become void unless (1) prompt notice in writing is given to Volflex by Buyer with full information concerning any claim that any product sold by Volflex to Buyer is adulterated or misbranded or in any other respect fails to comply with this guaranty, (2) no settlement of any matter for which indemnification so sought is made without prior written consent by Volflex, and (3) the claim shall not have arisen out of the negligence or wrongful conduct of Buyer or relating to products which have been altered, mishandled, adulterated or otherwise changed in quality or character since delivery by Volflex. The duty of Volflex to defend Buyer shall be satisfied by Volflex furnishing at its expense competent legal counsel to represent Buyer in dealing with the claimant and appearing for and defending Buyer in any court case, governmental proceeding or arbitration where the claim may be asserted.

This Agreement shall cover only product delivered by Volflex with one (1) year from the date hereof and shall terminated absolutely at the end of said one (1) year, and shall not be renewed or extended except by a new writing signed by an authorized office of Volflex. This Guaranty may be canceled at any time upon thirty (30) days prior written notice to Buyer by Volflex. Any such cancellation shall be affective only as to order shipped after the effective date of cancellation.

Dated this 29th day of March 2022.

Sincerely,



David Bunch
Vice President
Volflex, Inc.
david@volflex.com