



A Family of Quality Food Products

CONTINUING COMMODITY GUARANTY AND WARRANTY

To induce **Keyimpact Sales and Systems** and/or its subsidiaries, affiliates and divisions (the "Buyer") to buy, from time to time, merchandise from the undersigned, the undersigned hereby warrants to Buyer (but not to consumers or customers of Buyer) as follows:

1. That no article or product comprising any shipment or other delivery hereafter made by the undersigned (or any of its subsidiaries) to Buyer is of the date of such shipment or delivery: (a) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or an article which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce, or (b) adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Hazardous Substances Labeling Act, the pure food acts or any other applicable federal law or an article which cannot be legally transported or sold under the provisions of any federal law, or (c) misbranded within the meaning of any federal law when bearing labels furnished by the undersigned.
2. That all articles and products (except those made or designed to the specifications of the Buyer) hereafter sold or delivered by the undersigned to Buyer will be manufactured, fabricated, packaged, labeled and otherwise produced in compliance with applicable provisions of all federal laws, statutes and regulations, and that all items hereafter sold or delivered by the undersigned to Buyer (or any of its subsidiaries) will be of merchantable quality.
3. In the event of complaints, claims or legal actions, alleging damage, death, illness or bodily injuries, in any way resulting from, or claimed to result from the use of any products packaged, sold or delivered by the undersigned to Buyer, the undersigned shall indemnify and save Buyer harmless from loss and liability in connection therewith, provided that the undersigned is given the opportunity to defend and assume full responsibility of the investigation, litigation, judgment and/or settlement of any such complaint, claim, or legal action and on the condition that the undersigned is notified in writing promptly after receipt of any such complaints, claims or legal actions.
4. To indemnify Buyer to the extent of reimbursement of its purchase price (but not including consequential damages) in case of any property loss arising from or in connection with any articles or products hereafter sold or delivered by the undersigned to Buyer which articles or products are found by any federal or state administrative agency or court to be adulterated or misbranded, unsafe, or otherwise rendered unmarketable by action of public authority on the ground of adulteration, misbranding, or lack of safety, if the undersigned is notified of the claim in writing promptly after receipt of such claim, provided however, that the undersigned shall not be liable to Buyer under this paragraph if such loss is due to the negligence or misconduct of Buyer.
5. To indemnify and hold Buyer harmless to the extent of any actual damages (but not including consequential damages), and defend any suit or suits filed against Buyer by reason of any infringement of any patent, trademark, or copyright as to any item hereafter sold or delivered by the undersigned (or any of its subsidiaries) to Buyer provided that the undersigned is notified in writing promptly after receipt of such suit filing and is given the full opportunity to defend against such suits. This warranty does not apply to trademarks, patents or rights, designs, requirements, or specifications, if any, supplied or required by Buyer.
6. This Agreement is continuing and shall remain in full force and effect until receipt by Buyer of written notice of revocation hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18th day of March 2014.

MARZETTI FROZEN PASTA, INC.

BY: 

PAUL PRATT

VICE PRESIDENT OF TECHNICAL SERVICES

T. Marzetti Company

3900 Indianola Avenue • Columbus, Ohio 43214 • (614) 268-3722 • Fax: (614) 261-3248 • www.marzetti.com