



NATIONAL FROZEN FOODS CORPORATION
 606 Oakesdale Ave. SW, Ste. C201
 Renton, WA 98057
 O: 206-322-8900
 800-253-8269

December 20, 2022

Food Guys
 PO Box 707
 Wilsonville, OR 97070

To Whom It May Concern:

Pursuant to your recent request, please find enclosed the Continuing Pure Food Guaranty of National Frozen Foods Corporation. In the interest of consistency, we make the same commitment to all of our customers with respect to product purity.

If I can provide further assistance, please feel welcome to contact me.

Sincerely,

NATIONAL FROZEN FOODS CORPORATION

Kim Lacey
 Corporate Risk Manager

Enclosure (Guaranty)

Our Family of Companies



oregonpotato.com

CONTINUING PURE FOOD GUARANTY

Date: December 20, 2022

Purchaser: Food Guys
PO Box 707
Wilsonville, OR 97070

NATIONAL FROZEN FOODS CORPORATION, a Washington corporation, in consideration of purchases made or hereafter made from it of food products for human consumption, hereby guarantees and undertakes to the above purchaser thereof that:

1. Such food products as sold and delivered to Purchaser are and will be upon such sale or delivery neither adulterated nor misbranded within the meaning of the Federal Food, Drug and Cosmetics Act as amended, nor prohibited thereby from introduction into interstate commerce, nor do such products contain additives or pesticide residuals which are unsafe under the provisions of said Act. This undertaking is subject to the limitations of paragraph 2 below.
2. The undertakings of paragraph 1 do not apply to conditions arising from causes or events occurring after shipment or delivery by Seller such as, but not limited to, adulteration during re-manufacture, re-packaging or re-use by or for Purchaser, or damage during Purchaser's storage or transit; nor does such undertaking apply as to compliance with the Federal Food, Drug and Cosmetics Act of labels provided or designed by Purchaser.
3. Seller maintains products liability insurance against consumer injury or damage as may arise or result from Seller's fault or negligence.
4. Seller will indemnify and hold harmless the Purchaser from loss or expense arising by reason of Seller's default under paragraph 1, conditioned upon the following: Prompt notification to Seller of claimed default; tender by Seller of return to Purchaser of any stocks of affected goods then remaining in Purchaser's possession or control; tender of defense (without antecedent settlement or commitment) of consumer claim or action against Purchaser.

NATIONAL FROZEN FOODS CORPORATION



Kim Lacey
Corporate Risk Manager