



General and Continuing Product Guarantee and Hold Harmless Agreement

Rise Baking Company, including its subsidiaries and/or divisions, hereinafter referred to as "Seller", for value received hereby represents and guarantees that all articles or products sold or shipped on the date of such sale or shipment shall:

- a) to the best of our knowledge, not be adulterated or misbranded, while under our control, within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and not an article, which may not, under the provisions of Sections 404 and 505 of the Act, be introduced into Interstate Commerce;
- b) not be adulterated or misbranded and to be in compliance with all applicable federal, state and local laws in which the definitions of adulteration or misbranding are identical to or substantially similar to those of the Federal Food, Drug and Cosmetic Act, to the extent that such law or municipal ordinances are then effective and applicable to the particular articles or products when sold or shipped.

Seller makes no representations or warranties with respect to products sold hereunder except as set forth in this Agreement. This Agreement supersedes all previous oral or written negotiations and understandings regarding the subject matter hereof and all other warranties, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed and excluded.

Seller agrees to defend, indemnify and hold harmless Buyer and its employees, officers, directors and customers (individually, an "Indemnitee") from all actions, suits, claims and proceedings ("Claims"), and any judgments, damages, fines, costs and expenses resulting therefrom brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that any product sold by Seller to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth above. The foregoing indemnity obligation shall not apply to Claims arising out of or related to any loss to the extent caused by the negligent and/or reckless or willful acts or omissions of an Indemnitee or any other act or omission for which the Indemnitee is independently and solely liable. Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any Claim and Indemnitee shall not compromise or settle any Claim without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained in this Agreement, under no circumstance will Seller be liable for indirect, incidental, consequential, special or punitive damages.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Minnesota and shall continue in full force and effect and shall be binding upon the Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt by the Buyer of written notice of revocation thereof. This Agreement can only be amended by the written agreement of the parties.

January 1, 2021

Jamie Rinehart

Jamie Rinehart
Sr. Director of Regulatory Compliance

