



Corporate Office: N4993 6th Drive, Westfield, WI 53964-9511 • Phone (608) 296-2121 • www.brakebush.com

Continuing Food Guaranty

Brakebush Brothers, Inc. having its principal business office located at N4993 6th Drive, Westfield, WI 53964 ("Seller") hereby certifies to Alpine Food Dist. located at 2400 SE Mailwell Dr. Milwaukie OR 97222 the following:

1. The articles of food comprising each shipment or other delivery hereafter made by Seller to, or on the order of, Buyer, are guaranteed, as of the date of such shipment or delivery, to be, on such date:

- A. Not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the "Act"), as amended, including the Food Additives Amendment of 1958;
- B. Not articles which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce;
- C. Not adulterated or misbranded within the terms of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), the Federal Hazardous Substance Act, the Poison Prevention Packaging Act, the Toxic Substance Control Act, and the Fair Packaging and Labeling Act, together with their respective regulations; and
- D. Not adulterated or misbranded within the meaning of any state pure food laws, or any other applicable federal or state regulations.

2. Seller does not, with respect to Paragraph I, guarantee against any article becoming adulterated or misbranded within the meaning of the Act after shipment or delivery or by reason of the negligence of the Buyer or any other cause beyond Seller's control.

3. Seller agrees to indemnify and hold the Buyer harmless against any claim, demand or cause of action which may be made against the Buyer involving a breach or violation of any warranty or guaranty set forth above; subject, however, to Buyer providing Seller with prompt notice of any such claim, demand or action involving the articles or merchandise hereunder.

4. Seller shall maintain primary product liability insurance of no less than \$1,000,000 combined single limit coverage (bodily injury and property damage), and shall furnish Buyer at its request with satisfactory evidence of such insurance.

5. The guaranty and conditions set forth above are continuing and shall be in full force and effect until revoked in writing by Seller.

Brakebush Brothers, Inc.

Westfield, WI 53964

Dated: October 12, 2021

By: 

Name: Scott Sanders

Title: President