

5151 Alcoa Ave. Vernon CA 90058
PH. (323) 826-2155 / Fax (323) 826-2150

Continuing Letter of Guarantee

Rose & Shore Inc., (hereinafter called the seller) hereby guarantee's that all products manufactured for and delivered to Alpine Food Distributing, INC. (hereinafter called the buyer):

- Are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or any other federal, state or local law;
- Are not articles, which may not under Section 404 and/or 505 of the Act to be introduced into interstate commerce;
- Are in compliance with all respects of the public Health Security and Bioterrorism Preparedness and Response Act of 2002 ("Bioterrorism Act") and all acts and/or promulgated rules amending or supplementing the same.
- Processed, packaged, and handled in a manner that assures full compliance with 9 CFR 430, compliance guidelines to control *Listeria monocytogenes* in post-lethality exposed ready to eat meat and poultry products.

Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action, liability or loss which directly or indirectly arises out of or is in any way associated with a breach of the Guarantee set forth above and which is due solely to the negligence of Seller; provided, however, that such loss not be a result of the negligent acts or omissions of the Buyer, its agents or employees.

For products shipped under Buyer's labels, Seller's responsibility for misbranding shall be limited to direct damages resulting from the failure of the products to conform to the label furnished by Buyer. Buyer undertakes to save Seller harmless from any liability under the Acts for any other type of misbranding arising out of the use of Buyer's labels notwithstanding anything to the contrary in the foregoing, Seller does not guarantee against the products becoming adulterated or misbranded within the meaning of the Acts by reason of causes beyond Seller's control after shipment.

Neither party shall be liable to the other or any third party to the extent permitted by law, for any loss of business, lost profits, business interruption, damage to goodwill or reputation, degradation in value of brands or other indirect, special, incidental, or consequential damages except as provided in the guaranty or in a separate document related to the products entered into by the parties, even if a party or its affiliates have been apprised of the likelihood of such damages occurring. Seller hereby disclaims any and all warranties of merchantability, fitness for a particular purpose and all other warranties express or implied.

This guaranty shall continue to be effective until it is revoked by either party by giving of written notice to the other party. This guaranty revokes any prior guaranties provided by Seller and may not be amended or abridged by any document issued by Buyer which has not been accepted and signed by Seller.

<u>Arwen Miller</u>	<u>Pres</u>	<u>10/27/2021</u>
Company Officer's Signature	Title	Date