

HOLD HARMLESS AGREEMENT AND GUARANTY/WARRANTY OF PRODUCT



The undersigned person or entity ("Seller"), for value received, hereby represents and agrees as follows:

1) The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a "Product") made to or on the order of Gossner Foods, Inc., its subsidiaries, affiliates, or divisions (collectively referred to as "Buyer") is hereby guaranteed, as of the date of such shipment or delivery (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.

2) Seller agrees to defend, indemnify, and hold harmless Buyer and its employees, officers, directors, and customers (individually and "Indemnitee") from all actions, suits, claims, and proceedings ("Claims"), and any judgments, damages, fines, costs, and expenses (including reasonable attorney's fees) resulting therefrom:

- (i) 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 in Paragraph 1;
- (ii) brought or commenced by any person or entity or any Indemnitee for the recovery of damages for the injury, illness, and/or death of any person or damage to property arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use, or consumption of any Product, or (b) the negligent acts or omissions of Seller: provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that Claims are caused by the negligence of Buyer.

Indemnitee shall notify Seller promptly of the service of process or the receipt of actual notice of any claim.

3) Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employers' liability and excess liability, all with such limits as are sufficient in Buyer's reasonable judgment, to protect Seller and Buyer from the liabilities insured against by such coverage. Seller's insurance described herein shall be primary. Seller shall furnish a certificate evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without thirty (30) days prior written notice to Buyer. In addition, Buyer shall be named as an additional insured using form CG 20 26-Designated Person or Organization

Endorsement with respect to the commercial general liability policy including products liability policy including products liability. Automobile liability and excess/umbrella liability coverage will also name Buyer as an additional insured. All policies shall provide waivers of subrogation in favor of Buyer.

4) This Guaranty and Agreement is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof.

Dated this 25th day of October, 2021__

Gossner Foods, Inc.

Jason Simper

Jason Simper
Sales Manager
1051 North 1000 West
Logan, Utah, 84321