

Pure Food Guarantee Statement

The seller (the "Seller"), being one of Richardson International Limited or its subsidiaries* guarantees that no articles of food or packaging ("Products") sold to (the "Customer"), during the period in which this guarantee is effective will be adulterated or misbranded within the meaning of the *Food and Drugs Act* (Canada), the *Safe Food for Canadians Act* (Canada), the *Consumer Packaging and Labeling Act* (Canada), the *U.S. Federal Food, Drug and Cosmetic Act* (as amended to include the *U.S. Nutrition Labeling and Education Act*, the *Pesticide and Food Additive Amendments* and the *FDA Food Safety Modernization Act*), the *Fair Packaging and Labeling Act* (U.S.) or any regulations promulgated thereunder.

The Seller does not guarantee against Products becoming adulterated, tampered with or misbranded after shipment, by reason of causes beyond the Seller's control. Customer undertakes to save and hold Seller harmless from any liability under any applicable legislation for any adulteration or misbranding arising out of the use of Customer's labels or specifications.

Seller represents that it has food safety systems in compliance with applicable law, including HACCP, in all its production facilities and will provide verification of certification under such food safety systems upon request of the Customer. Seller further guarantees that no articles of food or packaging sold by Seller to Customer during the effective period of this guarantee will contain any food or chemical additive not approved or permitted for human consumption and interprovincial or interstate or intrastate commerce under the *Food and Drugs Act* (Canada) the *Safe Food for Canadians Act* (Canada) or the *U.S. Federal Food, Drug and Cosmetic Act* (as amended to include the *U.S. Nutrition Labeling and Education Act*, the *Pesticide and Food Additive Amendments* and the *FDA Food Safety Modernization Act*) or any regulations promulgated thereunder.

Seller shall indemnify and hold harmless Customer on account of the use of any Product sold by Seller if the basis of such claim is that any such Product delivered or sold to Customer by the Seller is or was in violation of the guarantees stated above, **EXCEPT WHERE** (i) such violation is as a result of such Product being made in accordance with specifications and requirements supplied by the Customer or at the direction of or to the specific order and request of the Customer; (ii) such violation is as a result of the Product including or incorporating food products, additives, labels or packaging supplied by the Customer; or (iii) such violation is as a result of packaging or labeling and the contract between the Customer and Seller specifies that Customer shall be responsible for packaging and labeling requirements.

This guarantee is restricted to the compliance of the Products with laws and standards applicable within Canada and the continental United States of America. Customer assumes all responsibility for any use, sale, export, import or interstate trade of the Products into any other jurisdiction, including all responsibility to ensure that the application of the laws described above are appropriate for the destination of the Products, and that the Products comply with all applicable laws, export requirements, import regulations and food, safety and labeling standards of the destination country and any jurisdiction into which the Products may be used or sold, and Customer shall bear all liability in respect thereof.

This guarantee shall continue to be effective for a period of one year from the date hereof, or until revoked by either party by the giving of ten days' written notice to the other party (whichever is earlier). This guarantee revokes any prior guarantees provided by Seller.

*Includes:

Richardson Milling Limited,
Richardson Milling Inc.,
Richardson Oilseed Products Limited,
Richardson Oilseed Products (US) Limited, and
Richardson Oilseed Limited.