



Corporate Office: N8790 Fairground Avenue, P.O. Box 160 • Greenwood, WI 54437-0160 • Phone (715) 267-6182 • Fax (715) 267-6044

HOLD HARMLESS AGREEMENT

The undersigned, Grassland Dairy Products, Inc. and all of its related entities, Graf Creamery Inc., West Point Dairy Products, LLC, West Point Dairy Products d/b/a Alcam Creamery ("Seller"), having its principle office at N8790 Fairground Avenue, Greenwood, Wisconsin 54437, hereby guarantees the articles comprising each shipment or delivery hereafter made by the Seller to **ALPINE FOOD DISTRIBUTING INC** ("Buyer") as of the date of such shipment (if shipment is arranged by Buyer) or delivery (if delivery is arranged by Seller), to be in full compliance and conformity with all federal, state and local laws, regulations and procedures governing composition, adulteration, branding, packaging, registration, shipment, sale and labeling, including without limitation the Federal Food Drug and Cosmetic Act as amended and may, therefore, under the Provision of Section 404 or 505 be introduced into interstate commerce.

Seller hereby agrees to indemnify and hold harmless and directly defend, if requested, Buyer its agents and customers from and against all seizures, proceedings, claims and demands, actions, liabilities, losses, damages and expenses of whatever nature, including attorney's fees, resulting directly or indirectly from the violation of the above guarantee on the condition that the articles sold were handled under normal conditions of sale and used as intended by Buyer, from the time of arrival of the articles until the sale to its customers, and on the condition that the articles are not used as a component of any product during the manufacturing process, and upon the further condition that Seller be notified promptly of any of the above actions. This agreement shall not obligate Seller to indemnify, hold harmless or defend Buyer, or anyone claiming through Buyer, for any act, omission or negligence of Buyer, its agents, employees or customers.

Seller further agrees to keep in force at all times while any of said articles are being offered for sale, as a finished product, by Buyer, or its customers, public liability insurance of \$1,000,000.00 and aggregate \$2,000,000.00 product liability, or in lieu lower basic limits with a \$18,000,000.00 umbrella coverage, and to furnish Buyer with a certificate from a financially responsible insurance company evidencing that such insurance is in force, naming the Buyer as an additional insured and providing that such coverage may not be canceled or amended without thirty days prior written notice to Buyer. Seller further agrees to indemnify and hold harmless Buyer from any loss, direct or consequential, resulting from its failure to have such insurance or endorsement.

The guarantees given herein are continuing and shall be in full force and effect until revoked in writing.

SELLER: West Point Dairy Products, LLC

By: 
Shawn M. Wolk, Corporate Quality Assurance
Date: January 1, 2021