



6 CONAGRA DRIVE  
OMAHA, NE 68102

January 1, 2021

## CONTINUING PRODUCT GUARANTEE

**Guarantee.** ConAgra Foods Sales, LLC ("**Seller**") guarantees that, as of the time of delivery, each of Seller's articles contained in every shipment or delivery to, or on the order of our Customer ("**Buyer**") is:

- a. for articles subject to the United States ("**U.S.**") Federal Food, Drug and Cosmetic Act, as amended, not adulterated or misbranded within the meaning of said Federal Act, and not an article that may not, under the provisions of said Federal Act, be introduced into interstate commerce;
- b. for articles subject to the U.S. Federal Meat Inspection Act and/or the U.S. Poultry Products Inspection Act, as amended, not adulterated or misbranded within the terms of said Federal Acts, as applicable, and not an article that may not, under the provisions of said Federal Acts, be introduced into interstate commerce;
- c. not adulterated or misbranded within the terms of the U.S. Federal Insecticide, Fungicide, and Rodenticide Act, the U.S. Federal Hazardous Substance Act, the U.S. Poison Prevention Act, the U.S. Toxic Substance Control Act, the U.S. Fair Packaging Act, U.S. state Pure Food Acts, or other applicable federal, state, or local laws of the U.S., and their respective regulations, and is not an article which cannot be legally used, transported or sold under the provisions of any applicable federal, state or local law, regulation or ruling of the U.S.;
- d. not misbranded within the meaning of any applicable federal, state or local law of the U.S. and when bearing labels developed and furnished by the Seller and/or such labels supplied by Seller and affixed on repackaging by the Buyer in accordance with instruction furnished by the Seller. Seller will not be responsible for misbranding if Buyer insists upon the use of Buyer's brand label and/or specific labeling elements (including without limitation product attribute claims) after Seller has notified Buyer, in writing, of the defects of the label giving rise to any such liability;

This guarantee: (1) is contingent upon Buyer, its agents, service providers and representatives following all of Seller's instructions regarding the handling, storage, cooking and serving of the product, and complying with all applicable laws, regulations and industry practices; (2) contains the entire understanding between Buyer and Seller with respect to this subject matter; (3) supersedes and cancels all previous continuing product guarantees; (4) ceases to apply to the products of any affiliates, subsidiaries, or businesses of Seller divested after the date below for any applicable product sales after the effective date of such divestiture; and (5) may not be modified, except by a written amendment executed by an authorized representative of each party.

**Indemnity.** Seller will indemnify, defend, and hold Buyer, its parent companies, subsidiaries, affiliates, and divisions and their officers, directors, employees, and agents (individually an "**Indemnified Party**") harmless from and against any and all claims, direct damages, causes of actions, suits, proceedings, judgments, charges, losses, costs, and liabilities (excluding Indemnified Party's attorneys' fees) brought by any third party or government authority for, or on account of, any alleged violation of this guarantee by any of Seller's products as delivered by Seller (collectively "**Damages**") to the extent any such Damages were not caused by or due to the negligence or misconduct of any Indemnified Party, provided that (1) the Damages did not arise due to product specifications or labeling directions (including any direction on specific labeling elements) that the Indemnified Party provided to Seller; and (2) the Indemnified Party promptly notifies Seller of the Damages and does not settle without Seller's consent.



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If you have any further questions, please feel free to reach out to your Conagra contact or you may also reach us at [Specsand.Inquiries@conagra.com](mailto:Specsand.Inquiries@conagra.com).

Sincerely,

A handwritten signature in black ink, appearing to read "S. Hermansky".

Steven J. Hermansky, Pharm.D., Ph.D.  
Chief Food Safety and Quality Officer  
Conagra Brands, Inc.