



**CONTINUING
GUARANTY AND
INDEMNITY AGREEMENT**

To: Alpine Food Distributing Inc.
2400 SE Mailwell Dr
Milwaukie OR 97222

The articles and products comprising each shipment or other delivery hereby made by Riceland Foods, Inc. to or on the order of the above named vendor or any of its affiliated companies are, when sold, shipped and/or delivered by Riceland Foods, Inc., guaranteed:

1. Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act and all acts and/or promulgated rules amending or supplementing the same, and not an article of food, chemical, drug, device or cosmetic which may not, under the provisions of the Act, be introduced into interstate commerce;
2. In compliance with and are not adulterated or misbranded within the requirements of the Poultry Products Inspection Act, Meat Inspection Act, the Food Additives Amendment to the Federal Food, Drug and Cosmetic Act, and all regulations issued thereunder, and any other federal or state law then effective and applicable;
3. Not misbranded within the meaning of any federal, state or local laws, ordinances, rules or regulations when bearing labels furnished by Riceland Foods, Inc., its subsidiaries, affiliates, divisions or units, and affixed to such article of food, chemical, drug, device or cosmetic or repackaging by the Buyer in accordance with instructions furnished by Riceland Foods, Inc., its subsidiaries, affiliates, divisions or units.

Provided, however, that Riceland Foods, Inc. does not guarantee against such goods becoming adulterated or misbranded within the meaning of the aforesaid Acts, Statutes, Ordinances, or Rules and Regulations after shipment by reasons beyond the control of Riceland Foods, Inc. or due to the negligence or willful conduct of vendor.

Riceland Foods, Inc. agrees to protect, indemnify and hold harmless the above-named vendor or any of its affiliates, from, and shall at the expense of Riceland Foods, Inc. and at the vendor's option defend against, each and every demand, action, suit, claim or proceeding alleging adulteration or misbranding in contravention of the above guarantees and each and every loss and expense, action, suit, claim or proceeding commenced by any person or entity against such parties for the recovery of damages or injury, illness and/or death of any person arising out of or alleged to arise out of or caused or alleged to have been caused by articles and products adulterated or misbranded by Riceland Foods, Inc. in contravention of the above guarantees; provided that, Riceland shall have no duty to protect, indemnify and hold harmless the above-named vendor or any of its affiliates if and to the extent that it shall be finally determined by a court of competent jurisdiction, or arbitration in the event of approved arbitration, that any such damages or injury, illness and/or death is not caused by articles and products adulterated or misbranded by Riceland Foods, Inc. in contravention of the above guarantees. The above indemnification shall not extend to any settlement of any demand, suit, claim or proceeding by the above-named vendor without the express consent of Riceland Foods, Inc.

This guaranty and indemnity agreement is not assignable and revokes any prior continuing guaranty and agreement.

The warranties, indemnifications and other provisions herein contained shall be applicable to all products sold by Riceland Foods, Inc., Stuttgart, Arkansas, after the date hereof, but before the termination of this agreement. Either party may terminate this agreement upon thirty (30) days prior written notice to the other, provided however, that the warranties, indemnities and other provisions hereunder shall continue to apply to products sold prior to the date of termination.

RICELAND FOODS, INC.

By: 

Title: Vice President- General Counsel and Secretary

Date: November 1, 2021