



Continuing Food Guaranty

McCain Foods USA, Inc. ("McCain"), having its principal business office located at One Tower Lane, Oakbrook Terrace, IL, 60181, ("Seller") hereby certifies to Alpine Food Distributing, Johnnie Dunford, 2400 SE Mailwell Dr, Milwaukie, OR 97222, ("Buyer"), the following:

1. The articles of food comprising each shipment or other delivery hereafter made by McCain to, or on the order of, Buyer, are guaranteed, as of the date of such shipment or delivery, to be on such date:
 - a) not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the "Act"), as amended, including the Food Safety Modernization Act;
 - b) not articles which may not, under the provision of Section 404 or 505 of the Act, be introduced into interstate commerce;
 - c) not adulterated or misbranded within the norms of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), the Federal Hazardous Substance Act, the Poison Prevention Packaging Act, the Toxic Substance Control Act, and the Fair Packaging and Labeling Act, together with their respective regulations; and
 - d) not adulterated, misbranded or otherwise violative of any state pure food laws, or any other applicable federal or state regulations.
2. McCain does not, with respect to Paragraph 1, guarantee against any article becoming adulterated or misbranded within the meaning of the Act after shipment or delivery or by reason of the negligence of the Buyer or any other cause beyond McCain's control.
3. McCain agrees to indemnify and hold the Buyer harmless against any claim, demand or cause of action which may be made against the Buyer involving a breach or violation of any warranty or guaranty set forth above; subject, however, to Buyer providing McCain with prompt notice of any such claim, demand or action involving the articles or merchandise hereunder.
4. McCain shall maintain primary product liability insurance of no less than \$1,000,000 combined single limit coverage (bodily injury and property damage), and shall furnish Buyer at its request with satisfactory evidence of such insurance.
5. The guaranty and conditions set forth above are continuing and shall be in full force and effect until revoked in writing by McCain.

McCain Foods USA, Inc.

A handwritten signature in black ink that reads "Mark Collins".

Date: October 12, 2021

By: Mark Collins
Sr. Mgr. Regulatory Affairs