

CONTINUING PRODUCT GUARANTEE AND INDEMNITY AGREEMENT

In consideration of the purchase from time to time of certain product(s) from Saputo Dairy USA, its subsidiaries, divisions and operating units (“Seller”), by Alpine Food Distributing (“Buyer”), Seller does hereby guaranty that as of the date of shipment or delivery of any such product(s) to or on the order of Buyer that the same are:

1. Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as now or hereafter amended (“**Federal Act**”);
2. Not product(s) which, under the provisions of said Federal Act as now or hereafter amended, may not be introduced into interstate commerce; and
3. Not adulterated or misbranded within the meaning of any state or local laws or ordinances and regulations promulgated thereunder having jurisdiction of said product(s).

Seller hereby agrees in the event of any complaints, claims or legal actions alleging injury to persons or damage to or loss of property (“**Claims**”) resulting directly from the purchase, sale and/or use of the product(s) as sold by Seller to Buyer, Seller shall indemnify and hold Buyer harmless from such liability (excluding consequential damages) cost and expense including reasonable attorneys’ fees associated therewith, but only under the condition that the Seller be notified promptly, in writing, of any such complaints, claims or legal actions; provided, however, the foregoing indemnity shall not apply to any Claim(s) to the extent arising out of the Buyer’s particular product specifications, handling, rework of the product(s) or its negligence, actions or failure to act.

THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF AND TO THE EXCEPTION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL SELLER BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR OTHER THEORY OF LAW, ALL SUCH DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED.

This Agreement revokes any guaranty or indemnity previously given by Seller to Buyer, shall continue in effect for as long as Buyer purchases product(s) from Seller and may not be canceled, terminated, assigned, amended or supplemented except by a written document making specific reference hereto signed by Seller. Notice of acceptance of this Agreement by Buyer is waived.

DATE: September 30, 2021

Saputo Dairy USA
By: Carol Paider
Carol Paider
Director, Quality Assurance Systems
Saputo Dairy USA
317 North Rosera Street
Lena, WI 54139