



TRIDENT SEAFOODS CORPORATION

5303 Shilshole Ave. NW, Seattle, WA 98107-4000
(206) 783-3818 • Fax: (206) 782-7195

HOLD HARMLESS AGREEMENT AND GUARANTY/WARRANTY OF PRODUCT

Trident Seafoods Corporation (“Seller”), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by Seller, its subsidiaries or divisions (a “Product”) made to or on the order of Alpine Food Distributing, Inc. (“Buyer”) is hereby guaranteed, as of the date of such shipment or delivery, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “Act”), (b) to not be an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act, and (c) to be in compliance with all applicable federal, state and local laws.

2. All products processed at Seller are in complete compliance with all requirements of the FDA Seafood HACCP Rule as stated in CFR 21 Part 123 and are produced under a valid HACCP plan (where required).

3. Seller is in compliance with the FDA’s final regulations regarding the notice and registration provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002. Seller agrees to supply Buyer with necessary information to comply with the record keeping provisions of the Bioterrorism Regulations, including information regarding the previous source of the food item(s) and the transportation of the food commodity, as those terms are defined by the Bioterrorism Regulations. Seller has filed its registration and will remain in compliance with all applicable state and federal regulations for the duration of its business relationship with Buyer Foods. Seller agrees to implement a written Food Defense plan at its processing facility.

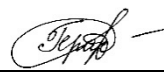
4. Seller agrees to defend, indemnify and hold Buyer harmless from any and all actions, suits, claims and proceedings, judgments, damages, fines, costs and expenses, except consequential damages (collectively referred to as “Claims”) resulting from Seller’s breach of warranty set forth in Paragraph 1 above or resulting from the injury, illness or death of any person or damage to property arising out of the use or consumption of a Product, provided however, that Buyer provide Seller with prompt notice of any such Claims and that Seller’s indemnification obligations hereunder shall not apply to the extent that such Claims result or arise from the negligent acts or omissions or misconduct of Buyer or other third parties.

5. Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers’ compensation and employers’ liability, automobile liability, commercial general liability, including product liability and excess liability, all with such limits as are sufficient in Seller’s reasonable judgment to protect Seller and Buyer from the liabilities insured against in such coverages.

6. This Agreement and Guaranty is continuing and shall be in full force and effect and shall be binding upon Seller with respect to each and every Product shipped or delivered to Buyer by the Seller before the receipt of the Buyer of written notice of revocation thereof.

DATED this 1st day of November, 2021.

TRIDENT SEAFOODS CORPORATION

By:  Daria Gerasimova
Its: FSQA Director, Regulatory Product Compliance