



CONTINUING COMMODITY GUARANTY & WARRANTY

LITEHOUSE, INC. (“Seller”) in consideration of the purchase, from time to time of merchandise by Buyer, hereby agrees as follows:

1. That no article or product comprising any shipment or other delivery hereafter made by it (or any of its subsidiaries) to Buyer (or any subsidiaries of Buyer) is or will be as of the date of such shipment or delivery: (a) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or an article which may not, under the provisions of Section 404 or 505 of the Act, be introduced into interstate commerce, or (b) adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Hazardous Substances Labeling Act, the pure food acts or any other applicable federal law or an article which cannot be legally transported or sold under the provisions of any federal law, or (c) the Canadian Food and Drugs Act and Regulations, including the Safe Foods for Canadians Regulations (SFCR), or (d) misbranded within the meaning of any federal law when bearing labels furnished by the Seller.

2. That all articles and products (except those made or designed to the specifications of the Buyer) hereafter sold or delivered by the undersigned to Buyer (or any of its subsidiaries) will be manufactured, fabricated, packaged, labeled and otherwise produced in compliance with applicable provisions of all federal laws, statutes and regulations, and that all items hereafter sold or delivered by the undersigned to Buyer (or any of its subsidiaries) will be merchantable quality.

3. In the event of complaints, claims or legal actions, alleging damage, death, illness or injuries, in any way resulting from, or claimed to result from the use of any products packaged, sold or delivered by the undersigned to Buyer (or any of its subsidiaries), the undersigned shall indemnify and save Buyer and its subsidiaries harmless from loss and liability in connection therewith, provided that the undersigned is given the opportunity to defend and assume full responsibility of investigation, litigation, judgment and/or settlement of any such complaint, claim or legal action and on the condition that the undersigned is notified, in writing, within ten (10) days of any such complaints, claims or legal actions.



4. To indemnify Buyer and its subsidiaries to the extent of reimbursement of its purchase price (but not for consequential damages), in case of any property loss arising from or in connection with any articles or products hereafter sold or delivered by the undersigned to Buyer (or any of its subsidiaries) which articles or products are found by any federal administrative agency or court to be adulterated or misbranded, or unsafe or otherwise rendered unmarketable by action of public authority on the grounds of adulteration, misbranding, or the lack of safety, if the undersigned is notified of the claim, in writing, within ten (10) days of such claim; provided, however, that the undersigned shall not be liable to Buyer or its subsidiaries under this paragraph if such loss is due to and including, but not limiting, the fault, negligence, wrongdoing or misconduct of Buyer or its subsidiaries.

5. To indemnify and hold Buyer and its subsidiaries harmless and defend any suit or suits filed against Buyer or any of its subsidiaries, by reason of any defect or infirmity, or any infringement of any patent, trademark, or copyright or violation of any ordinance, law, statute, rule or regulation, as to any item hereafter sold or delivered by the undersigned (or any of its subsidiaries) to Buyer or any of its subsidiaries provided that the undersigned is notified in writing within five (5) days of such suit filing and is given the opportunity to defend against such suits. This warranty does not apply to trademarks, patents or rights, designs, requirements, or specifications, if any, supplied or required by Buyer itself or its subsidiaries.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 05 day of Jan. 2021.

LITEHOUSE, INC.

By: 

Title: VP Technical Services

ADDRESS: 100 Litehouse Drive
Sandpoint, Idaho 83864