



## CONTINUING PRODUCT GUARANTEE – US

January 3<sup>rd</sup>, 2020

This guarantee covers all products sold by Lesaffre Corporation (**Supplier**) independent of the facility in which they have been produced. The “**Purchaser**” is the Company to which this guarantee has been issued.

**LESAFFRE CORPORATION – 7475 West Main St., Milwaukee, WI 53214 (“Supplier”)**, guarantees that no articles of food, packaging materials or other products (specifically “Products”) sold by **Supplier** to **Purchaser**, and its subsidiaries and affiliates (collectively, the “**Purchaser**”), or its successor, during the period in which this guarantee is effective will not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act of June 25, 1938, as amended, (the “Federal Act”) or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are identical with or substantially the same as those found in the Federal Act, and that such goods will not be produced or shipped in violation of Sections 404 or 301(d) of said Federal Act. Supplier further guarantees and warrants that all Products shall comply with all specifications provided to or by the Company, that have been approved by the Supplier’s Director, QA and Food Safety. Notwithstanding the foregoing, certain Products provided by Supplier may require further processing to apply preventive controls to meet the definition of ready to eat (“RTE”) food.

**Supplier** represents that Food Safety Programs have been implemented in all production facilities as required by the FDA per 21 CFR 117. **Supplier** further guarantees that no Products sold by **Supplier** to the **Purchaser** during the effective period of this guarantee will contain any food additive not approved or permitted under the Food Additives Amendment of 1958 to said Federal Act, whichever Act is applicable.

**Supplier** will defend, indemnify and hold harmless the **Purchaser**, its subsidiaries, affiliates, successors, and customers from any claim, damage, suit, loss or expense (including reasonable attorney fees) arising out of the testing, purchase, use, consumption, sale or resale of **Supplier** Product(s) supplied, developed, or designed by **Supplier**, including but not limited to claims of negligence, breach of warranty and product liability, to the extent caused by or resulting from supplier breach of this guarantee.

This guarantee is continuing and shall remain in full force and effect until **Supplier** notifies the **Purchaser** in writing of its intention to revoke same. Any such notice shall be effective sixty (60) days after the date of receipt by the **Purchaser** (“Effective Date of Termination”). A revocation shall not affect application of this guarantee to food or other products ordered, shipped or received prior to the Effective Date of Termination.

Sincerely,

A handwritten signature in black ink that reads "Robert Biwersi".

Robert E. Biwersi  
Director, Quality Assurance & Food Safety  
Lesaffre Corporation  
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