



Caravan Ingredients Inc.

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CONTINUING PRODUCT GUARANTEE AND INDEMNITY AGREEMENT

Buyer: Dawn Foods Address: All US Locations

The undersigned states that each and every product contained in each shipment or delivery (“Product”) hereafter made by Corbion Caravan (“Seller”) to or on the order of Buyer (as identified above) is hereby guaranteed, as of the date of each such shipment or delivery, to: (1) not be adulterated or misbranded within the meaning of the U.S. Federal Food, Drug and Cosmetic Act, (“Federal Food Act”) as amended and its governing regulations, and not an article which may not, under the provisions of Section 404 or 405 of such act, be introduced into interstate commerce; (2) not be adulterated or misbranded under the provisions of any local laws in the U.S. which Seller can foresee as applicable, and in which the pertinent provisions are substantially similar to those contained in the Federal Food Act; and (3) not be an article that cannot be legally transported or sold under the provisions of any other U.S. federal, state or local law, rule regulation, ordinance or order.

The aforesaid guarantee is limited to the provisions of the respective applicable statutes, acts, and laws as the same are in effect and interpreted at the time of the applicable shipment or delivery by Seller to Buyer. Except for any warranties that may be set forth in written documents provided by Seller and/or signed by an authorized representative of Seller, the aforesaid Continuing Product Guarantee is the sole and exclusive guarantee and warranty provided by Seller, and all other warranties, including warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.


Seller agrees to indemnify, hold harmless, and defend Buyer and its officers, directors, employees and agents from and against each and every demand, action, suit, claim or proceeding brought against Buyer by any third party, including, but not limited to, any government authority (a “Covered Claim”), to the extent caused by Seller’s Products being defective (in the condition and as delivered to Buyer) and/or not in conformance with the guarantees provided above, upon the following conditions: i) that Seller be given prompt written notice of any alleged Covered Claim; and ii) Buyer fully cooperates with Seller in investigating and/or defending against any such Covered Claim; and iii) Seller is given full and complete opportunity to investigate and defend against any such Covered Claim. Notwithstanding the foregoing, Seller shall have no obligations under this Agreement to the extent any demands, action, claims, etc. alleged to be a Covered Claim arise or result from the acts or omissions of Buyer or its representatives or from any changes or modifications to, or any misuse of, any Product after the Product leaves Seller’s control.

Any and all litigation related to this Agreement must be brought in the Kansas Courts and/or the Federal Courts for the State of Kansas. This Agreement may not be assigned without the written consent of Seller.

By accepting this Agreement and purchasing Seller’s Products, Buyer is agreeing to the terms and conditions contained herein. In order to receive the benefits of the guarantees and given herein, the Buyer must accept the limitations set forth herein. The guarantees given herein are continuing in nature and shall be in full force and effect until revoked in writing or until the expiration of five years, whichever comes first. Nothing contained in any purchase order or other Buyer document shall modify or add to this guarantee unless specifically accepted in writing.

Caravan Ingredients Inc.

February 9, 2016

By 

Date

Print Name: Mark Schulman

Title: Vice President of Global Quality