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## **CONTINUING FOOD AND DRUG GUARANTEE**

The person, corporation or other entity (“Seller”) for value received, hereby represents and agrees as follows: The articles for sale by us the Seller (a “Product”) to, on the order of subsidiaries, affiliates and/or divisions (collectively referred to as “Buyer”) are hereby guaranteed, as of date of such shipment of delivery,:

- (a) not to be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “Act”) and
- (b) not to be an article which cannot be introduced into interstate commerce under provisions of sections 404 and 505 of the Act; and
- (c) not to be adulterated or misbranded within the meaning of the National Labeling and Education Act; and
- (d) not to be adulterated or misbranded within the meaning of the Fair Packaging and Labeling Act; and
- (e) not to be adulterated or misbranded within the meaning of any applicable Federal, State or Local law.

## **HOLD HARMLESS AGREEMENT AND INSURANCE**

- 1) In consideration of your purchase of products manufactured or distributed by us, the undersigned company hereby agrees to defend, indemnify and hold our customer and its subsidiaries, affiliated or divisions and their employees, officers and directors (“Indemnity”) harmless from all actions, suits, claims and proceedings (“Claims”), and any judgments, damages, fines, costs and expenses (including reasonable attorney’s fees) resulting therefrom, brought or commenced by any person or entity against and Indemnity by reason of bodily injury (including death resulting therefrom) or physical damage to tangible property arising out of, or alleged to have arisen out of, any act or omission of ours in the manufacture, sale or distribution of our products for which we are or may be held legally liable.
- 2) It is a condition of this indemnification that all such Claims and any incidents which may give rise subsequently to Claim, are reported promptly to us by an Indemnity with details of what, where and to whom injury or damage occurred.
- 3) It is a further condition of this indemnification that any Indemnity agrees to cooperate with us in the investigation, settlement or defense of such claims and, except at their own cost and expense not to make any payment, assume any obligation or incur any expense without our written approval.
- 4) We agree to maintain in effect insurance coverage with reputable insurance companies covering Workers Compensation and Employers Liability, Automobile Liability and Commercial General Liability.
- 5) This guaranty and agreement 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.

*Bruno Pulido*

Bruno Pulido  
Quality Manager