



DATE: October 29, 2021
TO: Our Valued Customers
FROM: Kraft Heinz Foodservice
SUBJECT: Continuing Pure Food Guaranty

Dear Valued Kraft Heinz Customer:

“Seller”, the Kraft Heinz Foods Company, guarantees that the articles of food (“Food”) comprising each shipment or other delivery sold by Seller to “Buyer”, Alpine Foods, are as of the date of each such shipment or delivery:

- (1) Not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the “FFDCA” as amended);
- (2) Not an article which may not, under the provisions of sections 404, 505, or 512 of the FFDCA, be introduced into interstate commerce; and
- (3) Not adulterated or misbranded within the meaning of any State Food and Drug Law, the adulteration and misbranding provisions of which are substantially the same as those found in the FFDCA.

Where Food is shipped or delivered under a label or labeling designed or furnished by Buyer, Seller’s responsibility for misbranding shall be limited to that resulting from the failure of the food to conform to the standard of identity, if any, for the product, or the purchase specifications.

This guaranty replaces any Continuing Pure Food Guaranties previously given by Seller to Buyer. It shall become effective when it has been signed by both parties and shall continue to be effective until it is revoked by either party upon written notice to the other party.

Thank you for your business,

The Kraft Heinz Foods Company, Seller

Kraft Heinz Foodservice

ACCEPTED

Alpine Foods, Buyer

By: _____