

**CONTINUING PRODUCT GUARANTY**

Lamb Weston Holdings Inc. and its affiliates and subsidiaries (collectively, the "Seller") guarantees that, as of the time of delivery, each article \_\_\_\_\_ IQF Vegetables \_\_\_\_\_ contained in every shipment or delivery to, or on the order of our Customer ("Buyer") \_\_\_\_\_ Alpine Foods Inc. \_\_\_\_\_ is:

- a. for articles subject to the United States ("U.S.") Federal Food, Drug and Cosmetic Act, as amended, not adulterated or misbranded within the meaning of said Federal Act, and not an article that may not, under the provisions of said Federal Act, be introduced into interstate commerce;
- b. not adulterated or misbranded within the terms of the U.S. Federal Insecticide, Fungicide, and Rodenticide Act, the U.S. Federal Hazardous Substance Act, the U.S. Poison Prevention Act, the U.S. Toxic Substance Control Act, the U.S. Fair Packaging Act, U.S. state Pure Food Acts, or other applicable federal, state or local laws of the U.S., and their respective regulations, and is not an article which cannot be legally used, transported or sold under the provisions of any applicable federal, state or local law, regulation or ruling of the U.S.; and
- c. not misbranded within the meaning of any applicable federal, state or local law of the U.S. when bearing labels developed and furnished by the Seller and/or such labels supplied by Seller and affixed on repackaging by the Buyer in accordance with instruction furnished by the Seller. Seller shall not be responsible for misbranding if Buyer insists upon the use of Buyer's brand label and/or specific labeling elements (including without limitation product attribute claims) after Seller has notified Buyer, in writing, of the defects of the label giving rise to any such liability.

Seller shall indemnify, defend and hold Buyer, its parent companies, subsidiaries, affiliates and divisions and their officers, directors, employees and agents (individually an "Indemnified Party") harmless from all claims, direct damages causes of actions, suits, proceedings, judgments, charges, losses, costs, liabilities and expenses (including attorneys' fees) arising from any products as delivered by Seller which violate the guarantees set forth above, except to the extent such is caused by the negligence or misconduct of any Indemnified Party or due to the product specifications or labeling directions (including any direction on specific labeling elements) of or provided by the Indemnified Party, and provided Buyer gives notice to Seller of such and does not settle without Seller's consent.

This Continuing Product Guaranty: (i) is contingent upon Buyer, its agents, service providers and representatives following all of Seller's instructions regarding the handling, storage, cooking and serving of the product, and complying with all applicable laws, regulations and industry practices; (ii) contains the entire understanding between Buyer and Seller with respect to the subject matter hereof; (iii) supersedes and cancels all previous continuing product guarantees; (iv) automatically extends to the products of any businesses acquired by Seller after the date below as of the effective date of such acquisition; (v) ceases to apply to the products of any affiliates, subsidiaries, or businesses of Seller divested after the date below for any applicable product sales after the effective date of such divestiture; (vi) may not be modified in any manner, except by a written amendment executed by an authorized representative of each party; and (vii) shall continue in effect with respect to all articles purchased by Buyer from Seller.

Dated: \_\_\_\_\_10/20/2021\_\_\_\_\_



Chris Rhynalds  
Vice President Research, Quality and Food Safety