



MISSOURI PRIME
• BEEF PACKERS •

GENERAL & CONTINUING GUARANTEE

January 1, 2022

To Our Valued Customer:

Missouri Prime Beef Packers, hereby guarantees that no product hereafter shipped or delivered to any location, store, office or warehouse of:

(The "Buyer") or any subsidiary thereof, is, on the date of such shipment or delivery,

- (a) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958, to the extent said Act is then effective and applicable, or a product which may not, under the provisions of sections 404 or 505 of said Act, be then introduced into interstate commerce; or
- (b) Adulterated or misbranded within the meaning of any substantially similar state or municipal law or the subject, to the extent said law is then effective and applicable.

This guarantee shall not apply to misbranding arising out of the use of Buyer-applied labels.

Missouri Prime Beef Packers civil liability, if any, shall be determined by its General Terms of Sale applicable to sales of said products by Republic Foods and by normal judicial processes.

Missouri Prime Beef Packers agrees to indemnify, defend and hold Buyer harmless from and against any claim, demand, cause of action, liability, or loss which directly or indirectly arises out of or is in any way associated with a breach of the Guarantee set forth above and which is due solely to the negligence of Missouri Prime Beef Packers; provided, however, that such loss shall not be a result of the negligent acts or omissions of the Buyer, its agents or employees.

This is a continuing guarantee subject to revocation at any time by written notice to Buyer. This continuing guarantee agreement is not assignable and revokes any prior guarantee agreement between the parties.

Signed this 23, day of December, 2022

Signature of Officer:


Megan McLaughlin, Director FSQA