



KNOUSE FOODS, INC.

INDEMNIFICATION AGREEMENT

Name and address of Buyer:

Metropolitan Foods

D.B.A. as Driscoll Foods

6 Westbelt

Wayne, NJ 07470

KNOUSE FOODS, INC. (“Knouse”), for value received, hereby represents and agrees as follows:

1. The articles contained in any shipment or delivery made by Knouse (a “Food Product”) to or on the order of the above-named buyer, its subsidiaries, affiliates or divisions (collectively referred to as “Buyer”) is hereby guaranteed, as of the date of such shipment or delivery, (a) to not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the “Act”) or within the meaning of any state or municipal food and drug law the adulteration and misbranding provisions of which are identical with or substantially the same as those in the Act, and (b) to be merchantable; provided however, that Knouse does not guarantee that such Food Products will not become adulterated or misbranded within the meaning of said Act after shipment by reason of causes beyond Knouse’s control.

2. Knouse agrees to indemnify and hold harmless Buyer and its employees, officers, directors and customers (individually, an “Indemnitee”) from all actions, suits, claims and proceedings (“Claims”), and any judgments, damages, fines, costs and expenses resulting therefrom, provided that Knouse is given the opportunity to defend and assume full responsibility of investigation, litigation, judgment and/or settlement of any such complaint, claim or legal action, except that Knouse shall not be liable to Buyer for any loss of profits, loss of business, nor indirect, special or consequential damages of any kind, and on the condition that Knouse is notified, in writing, within ten (10) days of any such Claims, and that Buyer cooperates with all reasonable requests of Knouse made in defense of such Claims:

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(i) brought or commenced by federal, state or local governmental authorities against any Indemnitee alleging that any Food Product sold by Knouse to or on the order of Buyer did not, as of the date of delivery, meet the guaranty set forth in Paragraph 1; or

(ii) brought or commenced by any person or entity against any Indemnitee for the recovery of damages for the injury, illness and/or death of any person or damage to property arising out of or alleged to have arisen out of (a) the delivery, sale, resale, labeling, use or consumption of any Food Product, or (b) the negligent acts or omissions of Knouse; provided, however, that Knouse's indemnification obligations hereunder shall not apply to the extent that Claims are caused by the action or inaction of Buyer or any other person,


provided that in no event shall Knouse's obligation to indemnify exceed the insurance coverage maintained by Knouse as referenced in Section 3.

3. Knouse agrees to maintain in effect with a reputable insurance company or companies comprehensive general liability and/or product liability insurance coverage with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

4. This Agreement is continuing and shall be in full force and effect and shall be binding upon Knouse with respect to each and every Food Product shipped or delivered to or on the order of Buyer and by Knouse until receipt by the Buyer of written notice from Knouse of revocation hereof.

Dated this 17th day of January 2024.

KNOUSE FOODS, INC.

By:   
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Dustin Stoner  
Risk Manager