



January 1, 2024

RE: Product Guaranty

Great Lakes Cheese Co., Inc. (GLC) issues these guarantees to your company (You) respecting each article constituting your shipment (the Goods). Subject to the conditions and limitations set forth below, GLC guarantees that, as of the date of shipment to You, the Goods will:

1. Not be adulterated or misbranded within the meaning of Federal Food, Drug and Cosmetic Act, as amended, and the regulations promulgated thereunder (the FD&C Act);
2. Not be articles that are prohibited under Section 404 or 505 of the FD&C Act from being introduced into interstate commerce;
3. Not be adulterated or misbranded within the meaning, or in violation, of any disclosure or warning required under applicable laws of any state of the United States of America; and
4. Be in material compliance with any applicable law or regulation promulgated by Federal, state and local governments.

GLC will hold You harmless, and if requested, will defend You, against any claims, demands or actions brought against You for the recovery of monetary damages (excluding consequential damages and lost profits) if after an investigation GLC determines the Goods did not meet the guarantees set forth above; provided that (i) You have provided GLC written notice of your request for indemnification within thirty (30) calendar days of Your becoming aware of such claim(s) and (ii) the alleged damage is not partially or substantially due to the mishandling of the Goods by You or Your employees or independent contractors. Further, this guarantee shall not extent to claims alleging (i) defects in the Goods if You, Your subsidiaries or affiliates are the source of the raw materials used in the manufacture or packaging of such Goods; or (ii) the mislabeling of Goods, where GLC has advised You, in writing, of labeling defects and You insisted on the use of such labeling.

This is a continuing guarantee covering shipments or deliveries made by GLC to You, from and after the date hereof; subject, however, to revocations by written notice to You. This guaranty supersedes all previous agreements, written or oral, with respect to the subject matter hereof.

Sincerely,

A handwritten signature in black ink that reads "Robert V. Shumaker III". The signature is written in a cursive style with a prominent "R" and "S".

Robert Shumaker  
Senior Manager, Food Safety and Laboratory  
Great Lakes Cheese Co., Inc.

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