



**FOOD AND DRUG GUARANTEE**

The undersigned, SCHREIBER FOODS, INC. (“Schreiber”) with principal offices at 400 N. Washington Street, PO Box 19010 (54307-9010), Green Bay, Wisconsin 54301, hereby certifies:

1. That the article(s) comprising each shipment hereafter made by Schreiber to or on the order of Independent Procurement Alliance Program, LLC (IPAP), its parent and all subsidiaries, affiliates and divisions (“Customer” or “Distributor,” as the case may be), which shipment is either made directly to Customer, directly to Distributor, or to Customer through Customer’s authorized distributor, is hereby guaranteed, as of the date of transfer of title from Schreiber, to be, on such date, (a) not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the “FDCA”), as amended 21 U.S.C. §301 et seq., including the Food Additives Amendment of 1958; (b) not an article which may not, under the provisions of Section 404 or 505 of the FDCA, be introduced into interstate commerce; and (c) not adulterated or misbranded within the meaning of any state or municipal food and drug law, regulations, or ordinances, the adulteration and misbranding provisions of which are the same as those found in the FDCA.

2. In the event any article(s) referenced in Section 1, above, is shipped by or for Schreiber under a label or labeling furnished or designated by the Customer, the guarantee set forth in Section 1 shall not apply as against any misbranding resulting from the use of such label or labeling. In such event, Schreiber’s responsibility shall be limited to that resulting from the failure of the article to conform to the ingredients and volume information contained on the label furnished or designated by the Customer.

3. Schreiber does not, with respect to Section 1, guarantee against any article(s) becoming adulterated or misbranded within the meaning of the FDCA after transfer of title from Schreiber by reason of any cause beyond Schreiber’s control, or in any way by reason of the fault or negligence of Customer, Distributor, or Customer’s authorized distributor, its affiliates or agents.

The guarantee and conditions set for above are continuing and shall be in full force and effect until revoked in writing.

SCHREIBER FOODS, INC.

By: 

Printed Name: Trevor Farrell

Title: SVP & CCO, Americas

Date: January 8, 2024