



**BAY STATE MILLING COMPANY**  
100 Congress Street, Quincy, MA 02169-0948

**GUARANTY/WARRANTY OF PRODUCT  
and  
HOLD HARMLESS AGREEMENT**

**Metropolitan Foods  
Db a Driscoll Foods 6 Westbelt  
Wayne NJ**

Bay State Milling Company ("Seller"), for value received, hereby represents and agrees as follows:

1. The food comprising each shipment or other delivery hereafter made by Seller (a "Product") made to or on the order of ("Buyer"), is hereby guaranteed, as of the date of such shipment or delivery, not to be, on such date, adulterated or misbranded within the meaning of the Food, Drug and Cosmetic Act (the "Act"), as amended, to not be an article which may not be introduced into interstate commerce under the provisions of Section 404 of the Act, and to be in compliance with all applicable state and local laws; provided, however, if such article is a raw grain, seed, spice, or flour product, such product is not ready-to-eat and requires further cooking by Buyer or Buyer's customer.
2. Seller further warrants that it is in compliance with the FDA's final regulations implementing the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Bioterrorism Act") and will remain in compliance with the Bioterrorism Act regulations for the duration of its business relationship with Buyer.
3. Seller agrees to defend, indemnify and hold harmless Buyer from all third-party actions, suits, claims, and proceedings (each a "Claim"), and any judgments, damages, fines, costs, and expenses resulting therefrom:

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

ii. brought or commenced by any person or entity against the Buyer for the recovery of damages for the injury, illness and/or death of any person or damage to property incurred as a result of the any breach of the guaranty in Paragraph 1 by the Seller;

provided, however, that Seller's indemnification obligations hereunder shall not apply to the extent that a claim arises out of or is any way related to or connected to the actions or inactions, negligence, or wrongful misconduct of Buyer or Buyer's agents or customers. Buyer shall promptly notify Seller in writing of any events, occurrences, complaints, claims, or legal actions which could give rise to a Claim; the service of process of any Claim; or the receipt of actual notice of any Claim.

4. If the Product, at the time delivered to Buyer, meets the guaranty set forth in Paragraph 1, Buyer agrees to defend, indemnify and hold harmless Seller from all Claims and any judgments, damages, fines, costs, and expenses resulting therefrom, brought or commenced by any person or entity against the Seller for the recovery of damages for the injury, illness and/or death of any person or damage to property caused by any article into which a Product is incorporated; provided that Seller shall promptly notify Buyer in writing of any events, occurrences, complaints, claims, or legal actions which could give rise to a Claim; the service of process of any Claim; or the receipt of actual notice of any Claim.
5. This Guaranty and Agreement is subject to revocation by Seller upon written notice to Buyer.

Dated this 05th day of January, 2024  
Bay State Milling Company

Jennifer Robinson  
Vice President  
Corporate Quality Assurance