

CONTINUING GUARANTEE

_____ (“**Supplier**”) hereby guarantees that all articles comprising any shipment or other delivery hereafter made to or on the order of The Kroger Co. or any of its subsidiaries (“**Purchaser**”), as of the date of shipment or delivery, comply with, and are not adulterated or misbranded within the meaning of, the Federal Food, Drug and Cosmetic Act, as amended, (“**FDCA**”), including, without limitation, the Food Additives Amendment and the Food Safety Modernization Act (“**FSMA**”) any other amendment thereto, and comply with, and are not adulterated or misbranded within the meaning of, any state food and drug law, including but not limited to California Proposition 65; do not violate Section 301 or any other provisions of the FDCA; are not articles that may not, pursuant to Sections 404, 505 or 512 of the FDCA, the Federal Hazardous Substances Act (“**FHSA**”), or otherwise, be introduced into interstate commerce; if meat, poultry and egg products comply with the Federal Meat Inspection Act, Poultry Products Inspection Act and Egg Product Inspection Act respectively; and comply with all other applicable federal, state and local laws, rules and regulations.

Supplier will indemnify and hold harmless Purchaser on account of the use of any article sold by Supplier, if the basis of such claim is that any such article or product delivered or shipped to Purchaser by Supplier (a) is or was in violation of the guarantee stated above, or (b) has caused any harm or damage to any person or property, and Supplier will assume the defense on any lawsuit that may be filed against Purchaser on such basis.

This guarantee is continuing in nature and shall remain in full force and effect until revoked in writing by Supplier.

Company: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____