

DemKota Ranch Beef, Est. 45471
13 135th Street S.W. – Aberdeen, SD 57401
Tel 605.262.2333 Fax 605.262.2332



JANUARY 3, 2024

CONTINUING LETTER OF GUARANTEE

Hereby guarantee that no product hereafter shipped or delivered to any location, store, office or warehouse of:

To Our Valued Customer:

(The "Buyer") or any subsidiary thereof, is on the date of such shipment or delivery,

(a) Adulterated or misbranded within the meaning of the Federal Foods, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958, to the extent said Act is then effective and applicable, or a product which may not, under the provisions of sections 404 or 505 of said Act, be then introduced into interstate commerce;

(b) Adulterated or misbranded within the meaning of any substantially similar state or municipal law or the subject, to the extent said law is then effective and applicable.

This guarantee shall not apply to misbranding arising out of the use of Buyer-applied labels.

DemKota Ranch Beef's civil liability, if any, shall be determined by its General Terms of Sale applicable to sales of said products by DemKota Ranch Beef and by normal judicial processes.

DemKota Ranch Beef agrees to indemnify, defend and hold Buyers harmless from and against any claim demand, cause of action, liability, or loss which directly or indirectly arises out of or is in any way associated with a branch of the Guarantee set forth above and which is due solely to the negligence of DemKota Ranch Beef; provided, however, that such loss shall not be a result of the negligent acts or omissions of the Buyer, its agents or employees.

This is a continuing guarantee subject to revocation at any time by written notice to the Buyer. This continuing guarantee agreement is not assignable and revokes any prior guarantee agreement between the parties.

Rachel Line

Director of Technical Services

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