CONTINUING GUARANTY AND INDEMNITY AGREEMENT (Products)

In consideration of the purchase, use or sale by Publix Super Markets, Inc., and/or any other corporation or entity which is now or hereafter becomes an affiliate of Publix Super Markets, Inc. (collectively "Publix"), of any of the products or services of our company or any of our company's affiliates (collectively, "Us" or "We"), We hereby provide Publix with the following guaranties (collectively, the "Guaranty"), which Guaranty applies to the goods or products comprising each shipment or other delivery made by Us to or in the order of Publix (such goods or products, together with all packaging and labeling, constitute the "Goods").

The Goods are hereby guaranteed, as of the date of shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), and not an article which may not, under the provisions of Section 404, 505 or 512 of the Act, be introduced into interstate commerce.

The Goods' packaging materials and labeling and the intended use of the Goods' packaging materials and labeling comply with the Act and all applicable federal and state food additive laws, rules, regulations and guidance.

The Goods are hereby guaranteed, as of the date of shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of Georgia Code Annotated, Chapter 26-2 or within the meaning of any other food and drug or health, safety or environmental laws, regulations, rules, guidance or ordinances of any state or other governmental authority which are applicable to each of such Goods.

The Goods are hereby guaranteed, as of the date of shipment or delivery, to be, on such date, in compliance with all federal, state and local laws, rules, regulations, ordinances and guidance, applicable to such Goods and to the sale, shipment or delivery of such Goods, including all packaging, labeling and disclosure laws, rules, regulations, ordinances and guidance including, without limitation, Federal Trade Commission industry guides (for example, so-called FTC "Green Guides") and enforcement policy statements.

The Goods are hereby guaranteed, as of the date of shipment or delivery, to meet, on such date, the specifications for such Goods as previously approved in writing by Publix. All Goods that are ordered frozen by Publix are guaranteed to be, at all times from the date of shipment to the date of delivery to Publix, frozen at a temperature of 0ºF or colder.

The Goods are hereby guaranteed, as of the date of shipment or delivery, to be labeled so as to identify all major food allergens, as defined by the Federal Food, Drug and Cosmetic Act, by their common name in the labeling of such Goods, including any major food allergen that may only be present in the Goods in an insignificant amount or inadvertently present in such Goods.

If We provide flavor or flavoring to Publix designated as containing no artificial flavor, such flavor or flavoring does not contain any artificial flavor and no artificial flavor has been added to such flavor or flavoring.

Furthermore, to the fullest extent permitted by law, We agree to defend (with counsel acceptable to Publix), indemnify and hold Publix harmless from any loss, liability, claim, lawsuit, investigation or subpoena arising from any injury or damage resulting from or alleged to result from:

A breach or failure of the Guaranty;

The condition of any Goods supplied to Publix by Us, except to the extent that the condition of the Goods was created solely by Publix; or

Any product, advertisement, label, configuration, point of purchase display, website, technology and/or other item supplied to Publix by Us that implicates or infringes upon a copyright, slogan, trademark, trade dress, patent, right of privacy, right of publicity, name, likeness, or any other potential intellectual property right, including but not limited to rights arising under common law and any statutory law, including unfair competition laws.

In consideration of Publix permitting Us (or our employees or agents) from time to time to enter upon Publix's premises to provide Goods or services, or to place or maintain equipment or other items on Publix's premises, We agree to defend (with counsel acceptable to Publix), indemnify and hold Publix harmless from any loss, liability, claim, lawsuit, investigation or subpoena arising in any manner out of the actual or alleged presence, services or other acts and/or omissions of any of our employees, agents or contractors while on Publix's premises or out of the actual or alleged purchase, performance, use or operation of our Goods, services, equipment or other items, except to the extent such incident, occurrence or damage giving rise to the claim, suit or loss was caused solely by the negligence of Publix.

For purposes of this agreement, the term "Publix" includes not only Publix, but also all of Publix's affiliates and any agents, servants, and employees of Publix and/or any of its affiliates.

Our indemnity obligations further extend to reasonable expenses and attorneys' fees for any investigation, litigation and/or settlement or resolution of any complaint, claim, subpoena, investigation or other legal or enforcement action. Publix agrees to give prompt written notice of any such complaints, claims, subpoenas, investigations or other legal actions, and to cooperate in the defense or representation of Publix with respect to any such complaints, claims, subpoenas, investigations or legal or enforcement actions as reasonably requested. Our obligation to defend Publix is a separate and distinct obligation, fully severable from any other duty stated herein. In all situations in which We may have an obligation to indemnify Publix, We will defend Publix until it is judicially determined that all loss or damage was caused solely by Publix's negligence, exclusive of any fault on our part, or any fault of the claimant or any other party or non-party to the claim or suit.

Notwithstanding anything herein to the contrary, all defense, hold harmless and indemnification obligations set forth herein shall be in addition to, and not in place of, any other defense, hold harmless and indemnification obligations in any separate agreement(s) signed by Us. To the extent any of the provisions of this agreement directly conflict with the defense, hold harmless and indemnification provisions contained in another agreement signed by Us, the terms of this agreement shall control. Our duty to defend, hold harmless and indemnify Publix under this agreement attaches to all Goods, services or items supplied to Publix by Us and will not terminate with the termination of this agreement.

We agree to include Publix as an additional insured on our liability insurance policies, primary and umbrella/excess, to the full limits of such insurance, with respect to liability due to injury or damage arising out of the purchase, rental, use, or sale by Publix of any Goods, services, equipment or other items, provided by Us. The additional insured coverage will include ongoing operations and products/completed operations, and will apply on a primary basis, non-contributory with any other of Publix's insurance coverage and/or self-insurance (including deductibles, retentions, corridors, and fronted coverage). The additional insured coverage provided to Publix is shown on the insurance certificate We provide to Publix, which We represent accurately reflects the insurance coverage We maintain, and shall continue to maintain for so long as We provide Goods to Publix, for Us and for Publix as an additional insured. We shall waive, and shall cause our insurance carriers to waive, all rights of subrogation against Publix for recovery of damages or loss that is covered by insurance, including damages or loss arising out of Publix's negligence. Our compliance with the insurance requirements set forth above shall in no way reduce, modify or limit our defense, hold harmless and/or indemnification obligations under this agreement.

LEGAL ENTITY NAME: _____

By: _____
an authorized representative

Name: _____

Title: _____

Date: _____

Please attach your Certificate of Insurance