



DEL MONTE FOODS

CONTINUING GUARANTY AND HOLD HARMLESS AGREEMENT

BUYER: _____

- A. Del Monte Corporation ("Del Monte") hereby guarantees and warrants that each and every article of food or other product sold by Del Monte shall be:
 - (1) Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938 (the "Federal Act"), as amended, the Federal Fair Packaging and Labeling Act, the regulations issued thereunder, or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are identical with or substantially the same as those found in the Federal Act, and that such goods will not be produced or shipped in violation of Section 404 or 301(d) of said Federal Act; and
 - (2) Of merchantable quality, fit for the ordinary purposes for which such food products are normally used and wholesome and fit for human consumption.
- B. Del Monte agrees to indemnify, defend and hold Buyer harmless from all actions, suits, claims and proceedings resulting from or arising out of breach of the foregoing warranties.
- C. Notwithstanding the foregoing, where goods are manufactured and shipped by Del Monte according to and under labels provided by Buyer, Del Monte's responsibility for misbranding shall be limited to that resulting from the failure of the product to conform to the product specifications furnished by Buyer. Under no circumstances shall Del Monte be liable for incidental or consequential damages, including but not limited to lost profits.

This Guarantee revokes and supersedes any warranty or guarantee previously given by Del Monte to Buyer. It is effective as of the date first set forth below and shall continue to be effective until it is revoked by Del Monte.

DEL MONTE CORPORATION

By: _____

Janine Peery
Director, Quality Management, DM Brands

Date: _____