

## CONTINUING COMMODITY GUARANTEE AND INDEMNITY AGREEMENT

1. In consideration of the purchase, from time to time, of articles of food, produce, drugs, or other merchandise, products or commodities from the undersigned (hereinafter called "Seller"), by Canada Safeway Limited and/or any other corporation which is now or hereafter becomes affiliated with or a subsidiary of Canada Safeway Limited (hereinafter called "Buyer"), the Seller:

(a) Does hereby warrant and guarantee that, as of the date of delivery, every article of food, produce, drugs or other merchandise, products or commodity included in each and every delivery hereafter made by Seller to, or on the order of Buyer, was manufactured and processed in strict compliance with the Buyer's purchase specifications and is on the date of delivery of merchantable and good quality, free from defects and not adulterated or misbranded or mislabelled within the meaning of the Food and Drugs Act or Regulations, the Consumer Packaging and Labelling Act or under any other pure food and drug or health laws, safety or environmental laws, regulations or ordinances of any province or other government authority which are applicable to such shipment or delivery;

(b) Does hereby agree to indemnify, defend and save the Buyer harmless from and against any and all claims, charges, actions and proceedings brought against the article and/or Buyer for or on account of any alleged adulteration, misbranding of or other law violations pertaining to such article referred to in subparagraph no. 1(a) hereof for which Seller is responsible and liable hereunder, including the loss and reasonable expenses, if any, incurred by Buyer as a result thereof;

(c) Does hereby agree to indemnify, defend and save the Buyer harmless from and against any and all claims, demands, actions and causes of action which are hereafter made or brought against the Buyer by any person for the recovery of loss or damages for the injury, illness and/or death of any person or animal or other loss or damages which is caused or alleged to have been caused by the handling, delivery, consumption or use by such person or animal of any article of food, produce, drugs or other product or commodity shipped or delivered by Seller to Buyer, including, but without limitation, any judgment rendered against or settlement paid by or on behalf of Buyer in any such action and the reasonable legal fees and costs, if any, incurred by or on behalf of Buyer in connection therewith.

2. This guarantee is executed by Seller upon and subject to the condition that Seller does not guarantee against any such article becoming adulterated or misbranded after delivery to Buyer, by reason of causes beyond Seller's control (provided, that any adulteration or misbranding which is found to exist after such delivery and which is caused by any defect in the processing or packing of such article by the processor or packer thereof or by the defective condition of any raw materials used in the processing or packing of such article or by any defect in the container in which the article is packed shall be regarded as having existed at the time of such shipment or delivery for the purposes of subparagraph no. 1(a) hereof), and in those cases in which an article is shipped under Buyer's brand labels, Seller's responsibility for misbranding shall be limited only to that resulting from the failure of the article to conform to the purchase specifications or label furnished by Buyer, provided that Seller shall not be responsible for such misbranding if Buyer insists upon the use of Buyer's brand label after Seller has notified Buyer, in writing, of any defects of the label giving rise to any such liability.

3. Any guarantee previously given by Seller to Buyer which relates to the subject matter hereof is hereby revoked. This guarantee shall not be deemed to be modified or otherwise affected by any subsequent agreement entered into by Seller and Buyer unless specific reference to this guarantee is made in such subsequent agreement. This guarantee shall continue in effect with respect to all articles of food, drugs and other commodities purchased or ordered by Buyer from Seller prior to the receipt of written notice of its revocation by Canada Safeway Limited at its office at 1020 - 64th Avenue N.E. Calgary, Alberta, or such other address as may be designated in writing. Notice of the acceptance of this guarantee is hereby waived by Seller.

(Please observe instructions below)

Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
(Type or Print Name of Seller)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Address of Seller:

\_\_\_\_\_  
(Street and Number)

\_\_\_\_\_  
(City) (Province) Postal Code)

**Instructions:**

1. If Seller is an individual, sign individual name as the proprietor and give trade-name, if any.
2. If Seller is a partnership, one general partner must sign in the partnership name.
3. If Seller is a corporation, an officer must sign and show title.
4. In all cases, the guarantee must be dated and the seller's address filled in.