

CONTINUING PURE FOOD GUARANTY

In consideration of purchases from Seller by Market Wagon, of articles subject to the Federal Food,, Drug, and Cosmetic Act, the article comprising each shipment or other delivery hereafter made by Seller to or on the order of Buyer is guaranteed, as of the date of such shipment or delivery to be, on such date (a) not adulterated or misbranded within the meaning of said Federal Act; be introduced in interstate commerce; and (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act.

This guaranty is executed by Seller to the condition that if an article is delivered under a label designed or furnished by Buyer, Seller’s responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the standard, if any, for the product, the purchase specifications or the statements contained on such label.

This Guaranty replaces any continuing guaranties described in paragraph 1 previously given by the Seller to Buyer and shall continue in effect with respect to all articles ordered by Buyer from Seller prior to the receipt of written notice of its revocation at the office of the Buyer. Notice of acceptance of this guaranty by the buyer is waived.

By Roberto Giuliano Dated: October 17, 2022



Quality Director