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## GENERAL AND CONTINUING LETTER OF GUARANTY

Smith Frozen Foods, Inc. (“SFF”) hereby guarantees and warrants to. **To whom it may concern** in connection with Buyer’s purchase of SFF products, that as of the date of such shipment or delivery, none of said products are either (1) adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act (the “Act”), as amended, and the regulations promulgate thereunder, or of any other law, regulation, or ordinance of any federal or state governmental authority similar in substance and effect to the Act, or (2) an article which has been introduced into commerce in violation of the provisions of Sections 404 of the Act, and the regulations promulgated thereunder. SFF further warrants that products of SFF are produced and packaged in compliance with all applicable federal, state, and local regulations governing use of pesticides, herbicides, and fertilizers.

However, the foregoing guarantee shall not apply when and to the extent that failure of any product to conform to the Act or other aforesaid law, regulation or ordinance is due to spoilage, improper transportation or storage, tampering, mishandling, or misuse on the part of Buyer, its employees, agents, contractors, or any other person or cause not within the control of SFF, irrespective of or whether resulting from deliberate or negligent act or omission thereby.

This letter shall constitute a continuing guarantee with respect to the products now or hereafter purchased by Buyer from SFF and shall remain in full affect from the date issued below until revoked in writing by SFF.

Effective Date: January 5, 2021

By Company Official: \_\_\_\_\_

John Humble  
QA Manager