

## **Continuing Food Guarantee**

We, the undersigned, hereby warrant and guarantee that each article comprising any shipment or other delivery hereafter made by or through us to or on the order of Sambazon Inc. on the order of any of the Divisions or Subsidiaries, is, as of the date of such shipment or delivery not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended from time to time, including the Food Additives Amendment of 1958 and the Color Additives Amendments of 1960; not an article which may not, under the provisions of sections 404 or 505 of said Act, as amended, be introduced into interstate commerce; not in a misbranded package within the meaning of the Federal Hazardous Substance Act, and not adulterated or misbranded within the meaning of any state or municipal law, to the extent said law is then effective and applicable.

We further warrant and represent that if the use of any product delivered to you or to any of your Division or Subsidiaries or any ingredient thereof, shall at any time be prohibited under said Act or any amendment thereof, we will notify you of the same, and recognize until notice of any change is given to you hereunder that you will rely upon this guarantee.

We will provide notice of any modifications in your statement, certification and / or scope of certification, modification of formulation, processes or approval of products.

The guarantee shall be a continuing guarantee and shall be binding upon the undersigned until such time as written notice of revocation thereof is given to Sambazon Inc.

Please let me know if you have any questions,

**Mandy Anhalt** 

Global Compliance Director

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Sambazon Inc.

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