



January 18, 2021

CERTIFICATE OF CONTINUING GUARANTEE

San Benito Foods (the seller) of articles of food and/or ingredients which will be incorporated into food products by our customers, guarantees that, as of the date of shipment or delivery, the article comprising each shipment or other delivery hereafter made by Seller to, or on the order of Buyer, is, on such date:

- 1) Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act ("FD& C Act"), as amended and regulations adopted pursuant thereto;
- 2) Not an article which may, under the provisions of Section 404 or 505 of the FD&C Act, be introduced into interstate commerce;
- 3) Not adulterated or misbranded within the meaning of or in violation of any disclosure or warning required under the pure food and drug or health, safety or environmental laws, regulations or ordinances of any state or other government authority which are applicable to such shipment or delivery;
- 4) In compliance with the Fair Packaging and Labeling Act, as amended, and regulations issued pursuant thereto, if applicable to such shipment or delivery;
- 5) In compliance with the Consumer Product Safety Act, as amended, and regulations issued pursuant thereto, if applicable to such shipment or delivery;
- 6) In compliance with California's Safe Drinking Water and Toxic Enforcement Act of 1986, as amended (sometimes referred to as Proposition 65), and specifically, to the best of Seller's knowledge, either (a) contains none of the chemicals on the "Governor's list" of known chemicals causing cancer or reproductive toxicity, or (b) if the product contains one or more of the chemicals on the "Governor's list," the quantity contained is in compliance with Federal and State standards for those chemicals and poses no significant risk as described in California's Health & Safety Code, Section 25249.10; and
- 7) In compliance with all other Federal laws and regulations applicable to such shipment or delivery and with all laws, regulations, or ordinances of any state or other entity which are applicable to such shipment or delivery.

The foregoing is a continuing guarantee, and will remain in force until terminated by at least 10 business days' notice given in writing by San Benito Foods or an authorized agent of San Benito Foods.

A handwritten signature in blue ink, appearing to read "Gerardo Cruz", is positioned above the printed name.

Gerardo Cruz
Quality Assurance Manager
San Benito Foods, a division of NJFC