



January 2, 2024

CONTINUING COMMODITY GUARANTY

Stratas Foods, LLC ("Seller") in consideration of the purchase, from time to time, of food by Buyer, hereby agrees as follows:

1. Subject to Paragraph 2 below, all goods, as of the date of shipment or delivery are not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended ("FDC ACT"); and not an article which may not be introduced into interstate commerce under the provisions of Sections 404 of the FDC Act.
2. Seller does not guarantee against goods becoming adulterated or misbranded after shipment or delivery to Buyer, by reason or causes beyond Seller's control, and, in those cases where goods are shipped under Buyer's brand label, 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 of the defects of the label giving rise to any such liability.
3. This agreement shall continue in effect and shall apply to all future dealings between Buyer and Seller until such time as it is revoked by Seller in writing.

For further inquiries contact us at QualityDocuments@StratasFoods.com
Stratas Foods Quality Assurance