



CONTINUING GUARANTEE

The undersigned, **Valley Processing, Inc.** (Seller), with principal offices in Sunnyside, Washington, hereby certifies that:

- A. The articles of food comprising each shipment or other delivery hereafter made by Seller to, or on the order of **any buyer**, is hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, (1) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (Act), as amended, including the Food Additives Amendment, or within the meaning of any state food law, the adulteration and misbranding provisions of which are the same as those found in the Act; (2) not an article which may not under provisions of Section 404 or 505 of the Act be introduced into interstate commerce; (3) not adulterated or misbranded within the meaning of the Federal Insecticide, Fungicide and Rodenticide Act or the Federal Hazardous Substances Labeling Act. All juice concentrates are manufactured in accordance with 21 CFR 120 requirements.
- B. The guaranty given in paragraph (a) above will not apply where any article is shipped or delivered under a label or labeling designed or furnished by Buyer and/or the article is manufactured in accordance with the Buyer's specifications. In such event, Seller's responsibility shall be limited to that resulting from the failure of the article to conform to the label furnished by the Buyer or the failure of the article to conform to Buyer's specifications.
- C. Expecting any acts which Buyer is specifically obligated to take under any law or agreement with Seller, Seller agrees that in the event of complaints, claims or legal actions alleging damage for loss to property, death, illness or injuries directly resulting from any products shipped hereunder and subject to the guaranty given in paragraph (a) above, Seller will save Buyer harmless from any and all loss and liability in connection therewith, on the condition that (i) Seller is notified promptly of any such complaints, claims or legal actions but, in any event no later than five (5) business days after Buyer has received notice of same; (ii) Seller is permitted to handle and, if necessary, to cause the disposition of such complaints, claims or legal actions at its own discretion by any means deemed appropriate by Seller; and (iii) any such complaints, claims or legal actions were caused by the act of the Seller, or Seller was in major breach of the guaranty given above at the time of delivery of the products.
- D. FDA Registration Number: 13636057884  
BRC/GFSI certified since 2010/expires 11-28-17  
WSDA Organic Certified since 1995, Cert#95496
- OU kosher certified since 2001  
USDA DOV Certified since 2005

Date: January 3, 2017 Mary Ann Bliesner Valley Processing, Inc.