



FLORIDA BULK SALES^{INC.}

1126 Kyle Wood Lane Brandon FL 33511 Ph: (863)668-9000 Fax: (863)665-9555 Email: orders@floridabulksales.com

CONTINUING FOOD AND DRUG GUARANTEE FORM

The undersigned: **FLORIDA BULK SALES INC.** (Seller)

with principal offices at: 1126 KYLE WOOD LANE, BRANDON, FLORIDA, 33511-4850

(by its duly elected officer) hereby certifies that:

- a. The article comprising each shipment or other delivery hereafter made 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 (the "Act"), as amended, including the Food Additives Amendment of 1958 or within the meaning of any State food and drug law, the adulteration and misbranding provisions of which are similar to those found in the Federal Act; (2) not an article which may not under the provisions of Section 404 or 505 of the Act be introduced into interstate commerce; and (3) not in violation of the regulations of any other governmental authority.
- b. Seller further guarantees that if any article contains a color additive, said color additive has been, is and will be from a batch certified in accordance with the applicable regulations promulgated under the Federal Food, drug and Cosmetic Act.
- c. Does hereby agree to indemnify and save the Buyer harmless from and against any and all charges, actions, and proceedings brought by any governmental authority against the article or Buyer for, or on account of, any alleged violation for which Seller is responsible hereunder by reason of the guarantees given in paragraphs a and b, including the loss and reasonable expenses if any, incurred by Buyer as a result thereof.
- d. Seller further agrees to keep in force at all times while any of said articles are being offered for sale, either as a component or as a finished product, by Buyer or its customers, public liability insurance with both "products" and "contractual" coverage, each with an aggregate limit of at least \$2,000,000, \$1,000,000 for Products and Completed Operations and \$1,000,000 for each occurrence, and to furnish Buyer with a certificate from a financially responsible insurance company evidencing that such insurance is in force, naming Buyer as an additional insured, and providing that such coverage may not be cancelled or amended without thirty (30) day prior written notice to Buyer. Seller further agrees to indemnify and hold harmless Buyer from any loss, direct or consequential, resulting from its failure to have such insurance or endorsement.

The guarantees given herein are continuing and shall be in full force and effect until revoked in writing.

Signature of Officer:

Name: Ron Kaplan
Title: Vice President
Date: January 1, 2017

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