



# Gadsden Tomato Company

## SAFE PRODUCT GUARANTEE

- A. All tomatoes (commodities) are grown in the U.S.A. by the undersigned.
- B. Growers, Harvesters, and Packinghouses have undergone a **GLOBALG.A.P. Audit** and/or **USDA Tomato Protocol T-GAP Audit**.
- C. Said crop has not been adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or associated regulations thereof. Said crop is not adulterated or misbranded within the meaning of any applicable state food and drug law, including FISMA. Said crop is fit for its intended use, i.e., human consumption.
- D. Said crop is not prohibited from being introduced into interstate commerce.
- E. Packaging materials are approved for food contact use.
- F. Pesticides or chemicals used by the grower on said crop comply with the rules and regulations of the Food and Drug Administration's (FDA) Food Safety Modernization Act (FSMA), the U.S. Environmental Protection Agency (EPA), U.S. Department of Agriculture (USDA), Department of Health and Human Services (DHHS), and the applicable state Departments of Agriculture (DOA) having jurisdiction over the locations where the crops are grown. Only pesticides authorized by applicable federal and state laws and regulations have been used at allowable times and in conformity with the registrations and labels of the suppliers of specified pesticides.
- G. Shipper and or Grower will be responsible for financial damages resulting because of noncompliance or violation of this guarantee if proven to be liable by a Federal or State Governing Agency.
- H. Tomatoes have been washed in a potable hot water chlorine bath containing 200 ppm free chlorine with a targeted Oxidation Reduction Potential (ORP) of 650 (minimum) and a pH level targeted for 7.0 (6.5 – 7.5).
- I. Products are shipped in locked and sealed trailers. Trailer door seal numbers are imprinted on shipping manifests. Temperature recorders are also included on every shipping load.
- J. Tomatoes will be produced and shall conform to the existing standards of the Fair Labor Standards Act, as amended, and the provisions and regulations of such Act. The Commodity Specific Food Safety Guidelines for the Fresh Tomato Supply Chain, (most current Edition), Tomato Best Practices Manual and the Guide to Minimize Microbial Food Safety Hazards for the Fresh Fruit and Vegetables as well as other governmental agency or regulatory authority exercising jurisdiction over growing, harvesting, and production of tomatoes.
- K. Shipper and or Grower agrees to maintain in effect General Liability insurance coverage.
- L. This guarantee and agreement is continuing and shall be in full force and effect and shall be binding upon Provider with respect to tomatoes packed / shipped through each calendar year unless written notice of change.
- M. The undersigned has a "Trace-back / Recall Program" in place that contains procedures required by the Bioterrorism Act of 2002 and recommended under the Food and Drug Administration's FSMA. Specified procedures include: (1) periodic mock recalls, (2) sufficient coding to make positive lot identifications in order to Trace-back and Recall, and (3) produce distribution records that identify the location of products that need to be recalled. Records are maintained for a minimum 24-month period after packaging and are available for inspection upon request.
- N. The perishable agricultural commodities are sold to the statutory trust authorized by Section 5© of the Perishable Agricultural Commodities Act 1930 (7 U.S.C. 499e©). The Packer of these commodities retains a Trust Claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
- O. All sales are **FOB Shipping Point (Free on Board Shipping Point)** and **CAP (Customer Arranged Pick-Up)**. Payment term 10 days after shipment; thereafter 1.50% additional charges for each 30-day period or portion thereof. In the event it becomes necessary for Gadsden Tomato Company as packer to pay fees to collect any unpaid balances on your account, you agree to pay all fees and costs necessary to collect payment, including reasonable attorney's fees and costs, and these are sums owing in connection with this transaction.

P. I, PAUL G. WILLIAMS, on behalf of the Gadsden Tomato Company located at 218 N. Graves St. Quincy, FL 32351, on this day, the 1st of January (Ongoing) agree that I have legal authority to sign this document on behalf of Gadsden Tomato Co., as packer, and that by the signing of this document do hereby agree and can verify with certificates and/or other legally binding documentation, that produce items either grown, packed, or distributed from our direct-managed fields and packing facilities are being grown, packed and distributed in compliance with current HACCP, GMP, GAP and Tomato Protocol T-GAP, GLOBALG.A.P., S.A.F.E. Standards, Guidelines and Policies and Federal (USDA, FDA-FSMA), Interstate, State (FL DOA, GA DOA) and Local Codes and Laws.

Paul G. Williams

*Paul G Williams*

PRINT FIRST NAME, MI, LAST NAME

SIGN FIRST NAME, MI, LAST NAME