



Continuing Guarantee

The articles comprising each shipment or other delivery hereinafter made by the undersigned guarantor to or on the order of are hereby guaranteed under the following laws to the extent then effective and applicable, on the date of such shipment or delivery, to be:

- (a.) Not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; and not an article which may not under the provision of Section 404 or 505 of said Act be introduced into interstate commerce;
- (b.) Not adulterated or misbranded within the meaning of any identical or substantially similar lawful state law or municipal ordinances in which the definitions of adulteration and misbranding are identical or substantially similar to those in the Federal Act;
- (c.) Lawfully registered with the Environmental Protection Agency under the Federal Insecticide, Fungicide and Rodenticide Act, when such registration is lawfully required, and in compliance with all of the requirements of said Act;
- (d.) Not misbranded within the meaning of the Federal Hazardous Substance Act; and
- (e.) Not a banned hazardous product/material under the Consumer Product Safety Act and conforms with any applicable consumer product safety standard established under said Act.

By the acceptance of this Guarantee, Avanti, agrees to notify the customers in writing within a reasonable time of any violation of any of the above-mentioned laws. This is continuing guarantee subject to revocation by the undersigned Guarantor on thirty (30) days written notice.

Avanti Nut Company, Inc.

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