March 15, 2019

**CONTINUING GUARANTY AND CERTIFICATE OF CONFORMANCE**

FROM: Barkman Honey, LLC (BH, LLC) (“Buyer”)

TO:       (“Supplier”)

The undersigned, hereafter “Supplier”, states that articles comprising each shipment or other delivery (“Goods”) hereafter to be made by Supplier are hereby guaranteed, as of the item of such shipment or delivery, to be:

* + Not adulterated or misbranded within the meaning of Federal Food, Drug and Cosmetic Act of the laws of any of the states of the United States to the extent that such laws are then effective and applicable (including but not limited to such amendments as the Food Additives Amendment of 1958 to the Federal Food, Drug and Cosmetic Act); and that none of said Goods are articles which may not, under the provisions of Section 404 or 505 of the Federal Food, Drug and Cosmetic Act, be introduced into interstate commerce;
  + Supplier certifies that the Goods, HONEY, was handled in a manner to prevent contamination with Food Allergens.
  + Not adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Hazardous Substance Labeling Act, the State Pure Food Acts or any other applicable federal, state or local law, and not an article which cannot be legally transported or sold under the provisions of any federal, state or local law".
  + Supplier certifies that the Goods, HONEY, qualify as an additive or an ingredient for human consumption. This product is obtained exclusively from natural raw materials, through extraction, distillation, concentration, or any other physical process. The products resulting from fermentation or an enzymatic treatment are also considered as natural. Supplier declares that no aromatic substance, synthetic or artificial, was added to the Goods. According to Supplier’s knowledge, no additive of this kind was added to the raw materials for elaboration for the Goods before they reached Supplier’s control.
  + Supplier certifies that they are compliant with all applicable employment, safety and EPA/FDA regulatory compliance laws.
  + Supplier certifies that all Goods will be provided in clean, dry containers free of any chemicals or food products that contaminate the Goods or render the Goods impure.

It is and continues to be the policy of Supplier that it will hold BH, LLC harmless in regard to any loss (other than consequential damages and lost profits) proximately caused by Supplier’s negligent acts and negligent omissions; provided that the condition complained of with respect to the product or products existed at the time of the shipment or delivery thereof of the undersigned.

This is a continuing guarantee covering shipments or deliveries made by Supplier to BH, LLC from and after the date hereof; subject, however, to revocation by written notice to BH, LLC.

This supersedes all previous agreements, written or oral, with respect to the subject matter hereof.

Supplier Name:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_