



January 25, 2017

Dear Customer,

Re: Request for Letter of Guarantee / Certificate of Insurance

A Letter of Guarantee stating that the product has not been adulterated nor misbranded as well as a General Liability insurance policy with a \$2,000,000 aggregate limit with an Umbrella policy that adds additional coverage can be issued upon request.

Please find a sample of forms we provide.

Thank you for choosing Tree Top as your fruit partner. Our goal is to provide you with the best service and products possible. Therefore, we've created this document with you in mind - providing easy access to the latest quality and regulatory documents essential for your vendor/supplier certification program. We understand that on occasion, your program might require additional information. Please contact our customer service department for more information.



## SELLER'S FOOD GUARANTEE AND WARRANTY

TREE TOP, INC. ("Seller") hereby guarantees and warrants to \_\_\_\_\_ that all merchandise comprising each shipment or other delivery hereafter made to the Buyer, as of the date of shipment or delivery, complies with the following terms and conditions:

- (a) The product is neither adulterated nor misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of 1938, as amended, the Federal Fair Packaging and Labeling Act of 1966, as amended, or any other food or drug law or regulation, the adulteration and misbranding provisions of which are substantially the same as those found in the Federal acts. Additionally, Seller certifies that the products in question comply with the Model State Weights and Measures Law, the Model State Packaging and Labeling Regulation, and any other laws or regulations, which are substantially the same as the Model Act or Regulation;
- (b) The product is manufactured and sold in compliance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations, and orders issued thereunder;
- (c) The product is sold in full compliance with the Robinson-Patman Act, and all other Federal and State antitrust statutes, the provisions of which are substantially the same as those found in the Robinson-Patman Act. However, Seller assumes no responsibility in those situations where the conduct of the Buyer is itself in violation of applicable State or Federal antitrust laws or regulations;
- (d) The product complies with all other State and local laws and regulations of which the Seller has knowledge, either independently or by specific directive from Buyer;
- (e) The Seller will accept full responsibility for claims made against the Buyer if the investigation shows that the merchandise did not become contaminated as a result of handling by the Buyer and if the entire handling of the consumer claim is left in the hands of the Seller. The Seller is insured under a Product Liability Insurance Policy written by a responsible insurance carrier, covering all product liability claims up to a maximum limit as stated on the Certificate. Buyer shall be covered by such insurance by the inclusion thereon of a Vendor's Endorsement in broad form. Seller further agrees to indemnify and hold Buyer harmless from any loss resulting from Seller's failure to have insurance, endorsement and claims protection as aforesaid, where such loss does not result from Buyer's negligence.

A Certificate will be sent in evidence of products liability insurance.

THE FOREGOING PROVISIONS of the Guarantee and Warranty shall be applicable to all foods furnished by Seller to Buyer unless Buyer is provided timely registration or certified written notice to the contrary.

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Authorized Signature

