



# North Florida Satsumas.

## SAFE PRODUCT GUARANTEE

- A. All Satsuma's are grown in U.S.A.
- B. Packinghouse, Grower, and Harvesters have undergone a **Harmonized Global Gap** and or **USDA Tomato Protocol T-Gap** and or **Audit Primus Certified 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.
- D. Said crop is not prohibited by the Act from being introduced into interstate commerce.
- E. All packaging materials are approved for food contact use.
- F. Any pesticides or chemicals used by the grower on said crop comply with the rules and regulations of the Food and Drug administration (FDA) and the Environmental Protection Agency (EPA). Only pesticides authorized by all applicable federal and state law regulations have been used at allowable times and in conformity with the registration and label of the supplier of that pesticide chemical.
- 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. All Satsuma's have been washed in a potable hot water chlorine bath containing 200 ppm free chlorine by a (ORP) Oxidation Reduction Potential also ph level 6.5-7.5 level maintained at 7.0
- I. Door Seals and Temperature Recorders are included on every load.
- J. Satsuma's 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 Guide to Minimize Microbial Food Safety Hazards for the Fresh Fruit and Vegetables and any other governmental agency or regulatory authority exercising jurisdiction over growing, harvesting, and production of Satsuma's.
- K. Shipper and or Grower agrees to maintain in effect insurance coverage with limits that are sufficient in supplier's reasonable judgment.
- L. This guaranty and agreement is continuing and shall be in full force and effect and shall be binding upon Provider with respect to all Satsuma's packed / shipped thru calendar year unless written notice of change.
- M. Shipper has a "Trace-back / Recall Program" in place that contains procedures required by the Bioterrorism Act of 2002 recommended by the Food and Drug Administration. Procedure includes periodic mock recalls: sufficient coding to make positive lot identifications in order to Trace-back and Recall. Records are maintained for a 12 month period after packaging.
- 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 Quincy Tomato Company as packer to pay fees to collect any unpaid balances on your account, you agree to pay all fees and cost necessary to collect payment, including reasonable attorney's fees and cost, and these are sums owing in connection with this transaction.
- P. I GRAVES WILLIAMS, on behalf of the Quincy Tomato Company located at 20 N. Graves St. Quincy, FL 32351, on this day, the 1st, of January Agree that I have legal authority to sign this document on behalf of Quincy 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 all produce items either grown, packed or distributed from our direct-managed fields, packing facilities are being grown, packed and distributed in compliance with all current HACCP, GMP, GAP and Tomato Protocol T-GAP, Harmonized Global Gap, S.A.F.E. Standards, Guidelines and Policies and Federal, Interstate, State and Local Codes and Laws.

Paul G. Williams

*Paul G Williams*

PRINT FIRST NAME, MI, LAST NAME

SIGN FIRST NAME, MI, LAST NAME