



## QUALITY PROGRAMS AND CONTINUING PURE FOOD GUARANTY

Effective Date: 01 January 2019

Dear Valued Customer,

Below you will find, along with a continuing guarantee, information which concerns the Quality, Food Safety & Regulatory Affairs programs of Amick Farms, LLC poultry slaughter establishments P-7987 and P-7927.

### **HACCP/ Prerequisites**

Amick Farms, LLC is committed to producing wholesome chicken products in accordance with all food safety and regulatory guidelines set forth by the US Department of Agriculture. Also, Amick Farms, LLC operates under a fully implemented HACCP Plan (Hazard Analysis and Critical Control Points) which meets or exceeds requirements set forth in 9 CFR 417. Amick Farms, LLC has identified appropriate Critical Control Points (CCP) for the process. The CCP limits are monitored at a minimum of each production day. The CCPs are validated by scientific research and internal monitoring. Furthermore, Amick Farms, LLC has in place Sanitation Standard Operating Procedures (SSOP) that meet all requirements set forth in 9 CFR 416. Additionally, Amick Farms, LLC has in place written supporting programs for Good Manufacturing Practices (GMPs), pest control, and, where necessary, allergen control.

### **Regulatory**

Amick Farms, LLC is in compliance with all USDA/FSIS performance standard requirements with regards to *Salmonella* and *Campylobacter* control resulting in a Category 1 standing with USDA/FSIS. Additionally, Amick Farms, LLC is a registered participant in the National Poultry Improvement Plan (NPIP) and testing birds for Avian Influenza according to this plan. There is a regular screening of all live poultry for pesticides and antibiotic/drug residues. Also, Amick Farms, LLC is in full compliance with all other applicable federal, state, municipal and local laws with respect to the manufacture, production, registration (if required), sale and transportation or distribution of such articles.

### **Animal Welfare**

Amick Farms, LLC is committed to meeting all applicable regulations that pertain to animal handling and the proper care of animals as regulated by the USDA Animal Welfare regulations, as well as the current National Chicken Council (NCC) animal care guidelines. To demonstrate our commitment to Animal Welfare; the following steps have been taken:

- Amick Farms, LLC has training programs in place specifically designed to address animal handling issues.
- Industry experts have been used to design equipment and review the animal handling and slaughter process.
- Amick Farms, LLC completes daily monitoring audits to ensure animal handling requirements are met.

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#### Amick Farms, LLC

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Amick Farms, LLC is committed to the highest standards of animal welfare. Our commitment includes regular welfare checks and verifications; regular third-party audits by outside experts; and rigorous internal audits conducted by a Quality Assurance professional who has been certified by the Professional Animal Auditor Certification Organization, or PAACO, an independent organization that has been widely recognized for excellence and leadership in animal welfare auditing.

### **Audits**

Amick Farms, LLC conducts annual independent third party Food Safety and Animal Welfare audits. In 2009, Amick Farms, LLC obtained certification to be in compliance with Global Food Safety Initiative (GFSI) standards for Food Safety and Quality. The animal welfare audits conducted have confirmed compliance with the National Chicken Council Animal Care Guidelines.

### **Recall and Traceability**

Recall procedures are in place such that in emergency, all products that are produced can be traced as product codes and volumes shipped by the location shipped to. Amick Farms, LLC has a Recall Team made up of personnel identified according to the necessary disciplines needed for prompt action. Members of this team include Production, Sales, Technical Services, Public Affairs, and Legal.

### **Food Defense**

Amick Farms, LLC is access controlled, fenced and guarded. Visitors are restricted from access to production areas, except under certain strictly controlled circumstances. Amick Farms, LLC operates under a fully developed and implemented Food Defense program and these procedures are reviewed on a regular basis.

### **Continuing Pure-Food Guaranty**

1. In consideration of purchases from Amick Farms, LLC ("Seller") by customer ("Buyer") of articles subject to the Federal Food, Drug, and Cosmetic Act of 1938, as amended, the article(s) comprising each shipment or other delivery hereafter made by Seller to or on the order of Buyer is guaranteed, as of the date of such shipment or delivery, to be, on such date:
  - (a) not adulterated or misbranded within the meaning of said Federal Act, as amended, including the Food Additives Amendment of 1958 to said Federal Act, to the extent said Federal Act is then effective and applicable;
  - (b) not an article which may not, under the provisions of Sections 404 or 505 of said Federal Act, be introduced into interstate commerce;
  - (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act; and

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- (d) where applicable, in compliance with the Federal Hazardous Substances Labeling Act.
2. This guaranty is provided by Seller subject to the condition that if an article is packed and shipped or delivered under a label designed or furnished by Buyer, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the statements contained on such label.
  3. Unless a sales agreement between the parties provides otherwise, Seller agrees to hold harmless, indemnify and defend Buyer, its employees, directors, and officers from and against all direct loss, cost, damage and expense (including reasonable attorneys' fees) to the extent resulting from Seller's breach of its continuing pure food guaranties as provided in paragraph 1 above.
  4. This continuing pure food guaranty supersedes and replaces any continuing pure food guaranty previously given by Seller to Buyer and shall continue in effect until written notice of revocation is provided by Seller.

Thank you for the opportunity to provide you with this insight into our Quality, Food Safety and Regulatory programs.

Please feel free to contact me if you have any further questions.

Sincerely,

Frank Wier  
Director of QA, Food Safety & Regulatory Affairs  
Amick Farms, LLC SC, MD/DE

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