



1/21/20

Pacific Foods Distributors
12300 SE Carpenter Drive,
Clackamas, OR 97015

Butterfield Foods hereby guarantees and warrants to **Pacific Foods Distributors**, that all product(s), specifically Raw Bagged Whole Fowl, comprising each shipment or delivery hereafter made to **Pacific Foods Distributors** as of the date of shipment or delivery, is hereby guaranteed to be:

- (1) 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 State or local food or drug law or regulation, the adulteration and misbranding provisions of which are substantially the same as those found in the Federal Acts;
- (2) not adulterated or misbranded within the meaning of the terms of the Federal Insecticide, Fungicide and Rodenticide Act or the Federal Hazardous Substances Labeling Act;
- (3) free from any artificial color, artificial flavor or preservative unless clearly designated as such by Butterfield Foods on its label affixed to the merchandise sold to **Pacific Foods Distributors** hereunder, or by written exception appended to this Guarantee;
- (4) that any flavor shipped or delivered hereunder not designated as containing an artificial flavor, does not to the best of the Butterfield Foods information and belief, contain any artificial flavor, nor has Butterfield Foods added any artificial flavor to it;
- (5) Butterfield Foods products are packed in a USDA inspected facility and said product is produced under a HACCP Plan that includes, but is not limited to, critical limits for fecal contamination and chilling (stabilization). All critical limits and other requirements meet USDA regulations;

(6) Butterfield Foods will not change any of the ingredients in the items supplied to **Pacific Foods Distributors** without a 30 day advance notice;

This Continuing Food & Drug Guarantee shall be applicable to all goods furnished by the Butterfield Foods to **Pacific Foods Distributors**. This letter of Guarantee shall continue in effect until cancelled by not less than ten (10) days prior written notice to **Pacific Foods Distributors** by registered or certified mail.

Dated 1/21/20



Mitch Forstie
Vice President
Butterfield Foods