



January 9, 2023

To Whom It May Concern:

The undersigned Seller, Independent Meat Company (Est. M226, M226B and P-4863), for value received, hereby guarantees to the addressee of this letter (“Buyer”) that, to the best of its knowledge and belief, each and every article hereafter shipped or delivered by itself, its subsidiaries, affiliates, divisions or units shall be, as of the date of such shipment or delivery:

1. Not intentionally adulterated or misbranded within the meaning of the Federal Meat Inspection Act (21 USC 601 et seq.), and Poultry Products Inspection Act as well as the Federal Food, Drug, and Cosmetic Act, approved June 25, 1938 and the Food Additives Amendment Act of 1958, and all other revisions and amendments thereto (the “Act”) and all regulations issued under such Act; and not an article of food, which may not, under the provision of Section 404 of such Act, be introduced into interstate commerce;
2. Not banned, adulterated, misbranded or packaged in misbranded packages, within the meaning of the Federal Hazardous Substance (Labeling) Act, approved July 12, 1960, any state pure food and drug acts, or any other applicable federal, state or local laws, ordinances, rules or regulations; and not an article of food which is in violation of, or which cannot be legally transported or sold under, the provisions of any federal, state or local laws, ordinances, rules or regulations; and
3. Guaranteed to be produced in compliance with the Fair Labor Standards Act of 1938, as amended and of the regulations and orders of the administrator of the Wage and Hour Division issued under Section 14 thereof.
4. Additionally, Seller agrees to maintain in effect insurance coverage with reputable insurance carriers covering such risks as are generally considered prudent by businesses similarly situated and with such limits as are sufficient in Seller’s reasonable judgment, and Seller shall, upon reasonable request, provide Buyer a certificate evidencing the existence of such insurance.
5. Seller has written and implemented Sanitation Standard Operating Procedures (effective January 1999) and HACCP Systems (effective January 1999) per implementation guidelines (M226, P-4863); Seller has written and implemented Sanitation Standard Operating Procedures (effective April 2015) and HACCP Systems (effective April 2015) per implementation guidelines (M226B).
6. Seller operates under the U.S. Humane Methods of Livestock Slaughter (7 USC 1901-1907).
7. Seller is FSIS inspected operating under HACCP plans acceptable to FSIS with scientifically determined critical control points that are also scientifically validated to control identified hazards determined reasonable likely to occur. The HACCP Coordinator maintains all pertinent information, and supporting documentation for the seven HACCP programs for continued compliance with current regulations.

8. Seller maintains supporting programs include a formal recall plan, which provides the terminology, responsibilities, and public notification procedures regarding the voluntary recall of FSIS inspected meat products and that this program meets the regulation requirements of FSIS Directive 8080.1, Revision 5.
9. Seller became SQF 2000 Level II certified in 2009 and undergoes a recertification audit annually. M226B was added to this scope in 2015.

This is a continuing guarantee subject to revocation on ten (10) days written notice.

01/09/2023

Date



Rachel Tesconi, VP Food Safety & Quality