



**CULVER DUCK FARMS, INC.**  
12215 CR 10 • MIDDLEBURY, IN 46540  
(574) 825-9537 • (800) 825-9225

### **Letter of Continuing Guarantee/HACCP Letter**

Culver Duck Farm, Inc., (hereinafter called the “Seller”), does hereby guarantee that all Food, Drug and Cosmetic products hereafter sold by the Seller, does and shall at the time of the delivery thereof by the Seller, in all respects comply with the Federal Food, Drug and Cosmetic Act, Approved on June 25, 1938, and all acts and/or promulgated rules amending or supplementing the same, and with the pure food and drug laws of each and all of the states of the United States into which any such products may be shipped by the Seller, whether now in force or hereafter enacted, and are not and shall not be at the time of delivery thereof, knowingly adulterated or misbranded within the meaning of said acts or said laws or the rules and regulations of the Wholesome Meat Act or Wholesome Poultry Act, or be articles prohibited from introduction into interstate commerce under the provisions of Section 404 or 505 of the said Federal Food, Drug and Cosmetic Act, and are not and do not knowingly contain a misbranded hazardous substance or a banned hazardous substance.

Furthermore, the duck items with which we supply are HATCHED, RAISED and HARVESTED in the USA and produced in a facility (USDA Est. P-2028) that complies with the rules and regulations set forth under the guidance of the United States Department of Agriculture for producing products that are fit for human consumption. These guidelines include but are not limited to: “Hazard Analysis Critical Control Points Program” (HACCP, 21 CFR PART123 / 9 CFR CH.III part 417), Standard Sanitation Operating Procedures (SSOP, Part 123.1(a) / 9 CFR CH.III part 416) and the Good Manufacturing Practices (GMP/GAP, 21 CFR part 110).

This guarantee shall become void unless prompt notice in writing is given to the Seller by the Buyer of any claim that any product sold by the Seller to the Buyer is adulterated or misbranded or in any other respect fails to comply with this guaranty, stating particulars; and that no action on this guaranty shall be commenced after two (2) years from the time of shipment by the Seller to the Buyer of the product involved.

This agreement shall cover only products shipped by the Seller within five (5) years from the date here and shall terminate absolutely at the end of said five (5) years and shall not be renewed or extended except by a new writing signed by an authorized officer of the Seller.

Dated this 4th day of January, 2021

Thank you

Sean M. Smith  
Director of Compliance & Project Development  
Culver Duck Farms, Inc.