



KING ARTHUR™

- BAKING COMPANY -

Letter of Continuing Guarantee

Dear Valued Customer.

January 01, 2025

The undersigned seller certifies that each of the article comprising each shipment or other delivery of any product or products made to you or on your order is guaranteed to be:

1. Not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and not an article which may not, under the provisions of section 404, 505, or 512 of the act, be introduced into interstate commerce.
2. Warrants that immediately prior to transfer of ownership we do have, title to all Goods and all rights necessary to transfer such rights and title to Buyer free of any lien, pledge, hypothecation or other encumbrance, including but not limited to all patent, copyright, trademark, service mark, and trade secret (collectively, "Intellectual Property") rights required or appropriate for its manufacture of Goods, sale of Goods to Buyer, and use or sale of Goods, as contemplated, by Buyer.
3. Not misbranded within the meaning of any Federal, state or local law, when bearing labels furnished by the seller and affixed to such articles on repackaging by the buyer in accordance with instructions furnished by the seller.
4. King Arthur Baking also complies with the meaning of: (a) 21 Code of Federal Regulations Parts 117 and (b) the Federal Fair Packaging and Labeling Act.
5. King Arthur Baking hereby guarantees that all color additives listed herein were manufactured (where color additive regulations require certification) from batches certified in accordance with the applicable regulations promulgated under the Federal Food, Drug, and Cosmetic Act.

By Acceptance of this guarantee, you agree to promptly notify us in writing of any demand, complaint or proceeding within your knowledge for claimed violation of said Act as so amended and resulting from or in any manner arising out of any such shipment or delivery, including the name and address of the complainant and the name of the article involved. This continuing letter of guarantee is valid as long as the product(s) are within the stated use by date, stored and used under the conditions and terms detailed in the product specifications. This Guaranty covers only articles shipped by King Arthur Baking Co. and shall not extend to the benefit of persons or entities other than the Buyer. This Guaranty is subject to revocation by Seller upon written notice to Buyer.

Christopher Nahstoll

Christopher Nahstoll
Senior Director, Sourcing & QA