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## CONTINUING GUARANTEE

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### *Introduction*

Below, a continuing guarantee is included. Please sign and return it to us together with the other requested documents. If you wish to include your Company's guarantee in its place, please include a signed guarantee with the document package that you return.

***Continuing Guarantee Certification (Food Grade/Food Chemicals Codex):***

Products intended for use by Kerr Concentrates, Inc. are warranted by Supplier to be of appropriate FOOD GRADE, to comply with any applicable specifications in the Food Chemicals Codex, or in the absence of such specifications, to be of a purity suitable for their intended use, and to have been prepared and handled as food ingredients prior to delivery to Kerr Concentrates, Inc.

***Continuing Guarantee Certification (Pesticides, Radioactive contamination):***

Seller warrants that any PESTICIDE CHEMICALS in or on the goods delivered will not be unsafe as determined under, and will otherwise comply with the provisions of sections 402(a)(2) and 408 } NOT KNOWN  
of the Federal Food, Drug and Cosmetic Act. Seller guarantees that all goods sold to Kerr } TO RAUCH  
Concentrates, Inc., will not, as of the date of delivery, bear or contain radiation or radioactive contaminants at levels considered unsafe by United States or International Standards or inappropriate for Kerr Concentrates, Inc. intended use. This Guarantee shall survive acceptance of delivery with or without inspection for radiation.

***Continuing Guarantee Certification (Natural/Artificial):***

Materials designated by Seller as "NATURAL FLAVORS" or as containing no "ARTIFICIAL FLAVORS" do not, to the best of Seller's knowledge, and belief, contain any "ARTIFICIAL FLAVORS" and Seller has not added artificial flavors to them.

***Continuing Guarantee Certification (Adulteration, Misbranding, Good Sanitation):***

The supplier named below guarantees that the articles comprising each shipment hereafter made by the supplier to, or on the order of, Kerr Concentrates, Inc., WILL NOT BE, as of the date of such shipment or delivery, ADULTERATED, OR MISBRANDED within the meaning of the Federal Food, Drug and Cosmetic Act including regulation under any said Laws and Ordinance, nor articles which may not, under the provision of Section 404 or 505 of the FD&C Act, be introduced into interstate commerce. The products shall have been manufactured, stored, and shipped under GOOD STANDARDS OF SANITATION in packing free from dirt, filth, or contaminating substances and shall arrive at the buyer's plant in clean undamaged condition. The guaranty contained in this paragraph will apply to all shipments of any product until notification to the contrary is received in writing by Kerr Concentrates, Inc.

***Certification of Authenticity & Accuracy:***

In order to collaborate the authenticity and accuracy of the information contained within this document, please sign below!

RAUCH Fruchtsäfte GmbH & Co

(Company Name)

April 21st, 2005

(Date)

Dr. Wolfgang Schwald (Manager Semi-Finished Products)

(Print Name and Title)

(Signature)

+43/5522 401-0

(Telephone)

Langgasse 1

(Street Address)

6830 Rankweil/Austria

(City, State, Zip Code)