



CONTINUING PURE FOOD GUARANTY

1. In consideration of purchases from Seller by Kraft Foods North America, Inc. ("Buyer") of articles subject to the Federal Food, Drug, and Cosmetic Act, the article comprising each shipment or other delivery hereafter made by Seller to or on the order of Buyer is guaranteed, as of the date of such shipment or delivery, to be, on such date, (a) not adulterated or misbranded within the meaning of said Federal Act; (b) not an article which may not, under the provisions of Sections 404 and 505 of said Federal Act, be introduced into interstate commerce; (c) not adulterated or misbranded within the meaning of laws or ordinances of the state or city to which such article is shipped by Seller, the adulteration and misbranding provisions of which are substantially the same as those found in said Federal Act; and (d) where applicable, in compliance with the Federal Insecticide, Fungicide and Rodenticide Act.
2. This guaranty is executed by Seller subject to the condition that if an article is delivered under a label designed or furnished by Buyer, Seller's responsibility for misbranding shall be limited to that resulting from the failure of the article to conform to the standard, if any, for the product, the purchase specifications or the statements contained on such label.
3. This guaranty replaces any continuing guaranties, described in paragraph 1 previously given by Seller to Buyer and shall continue in effect with respect to all articles ordered by Buyer from Seller prior to the receipt of its written revocation at the office of Kraft Foods Global, Inc., via e-mail to kraftsupplierquality@kraft.com or fax to (001)847-646-2069. Notice of the acceptance of this guaranty by the Buyer is waived.
4. In the case of articles delivered by seller to buyer in any jurisdiction outside the United States, the articles shall comply with this guaranty with reference to the applicable equivalent local laws.

Dated: _____, 20____

Address of Seller

(Street and Number)

(City) (State) (Zip)

Name of Seller (please print)

By: _____

Name: _____

Title: _____

Instructions:

1. A signed Continuing Pure Food Guaranty is a requirement for all suppliers of material to Kraft Foods facilities located in the United States.
2. A signed Continuing Pure Food Guaranty is recommended for suppliers of materials delivered to Kraft Foods facilities in any jurisdiction outside the United States. In this situation, the material shall comply with the attached guaranty with reference to the applicable equivalent local laws.
3. If Seller is an individual, sign individual name and give trade name, if any.
4. If Seller is a partnership, one general partner must sign in the partnership name.
5. If Seller is a corporation, a duly authorized person must sign on its behalf.
6. In all cases, the guaranty must be dated and the Seller's address filled in.
7. In all cases, the above information must be typed or printed legibly.
8. In all cases, the signed copy must be returned to Kraft Foods via e-mail to kraftsupplierquality@kraft.com or via fax to (001)847-646-2069