



CONTINUING GUARANTY	
DATE:	December 27, 2023
CUSTOMER:	Tilley Distribution
ADDRESS:	501 Chesapeake Park Plaza Middle River MD, 21220

The phosphate-based articles referenced herein as Attachment A, comprising each shipment or other delivery hereafter made by the undersigned guarantor, Innophos, Inc., a Delaware corporation, with offices located at 259 Prospect Plains Road, Building A, Cranbury, NJ 08512, and/or its Innophos Canada, Inc. affiliate (together, the "Seller"), to the customer specified above and any of its subsidiary companies (collectively, the "Buyer") are hereby guaranteed by this instrument (this "Guaranty"), as of the date of such shipment or delivery by Seller, to be:

1. where applicable, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the "FFDCA"), nor be articles prohibited from introduction into interstate commerce under the provisions of sections 404 or 505 of the FFDCA; and
2. where applicable, not adulterated or misbranded within the meaning of the United States Wholesome Meat Act or United States Wholesome Poultry Products Act and the rules and regulations promulgated thereunder; and
3. where applicable, in compliance with the United States Federal Insecticide, Fungicide, and Rodenticide Act and free of any misbranded hazardous substance or banned hazardous substance as defined therein.

This Guaranty shall be void and of no effect in any instance where the particular use of any article to which this Guaranty otherwise would apply is a use that is not in accordance with requirements of the FFDCA or, where applicable, any of the statutes or regulations hereinabove referred to in this Guaranty (collectively, the "Applicable Regulations").

This Guaranty supersedes any previous representation, warranty or undertaking of a similar nature and shall be a continuing guaranty in effect until such date as specified in a written notice of revocation thereof sent to the Buyer, at the address noted on this Guaranty, by the Seller, such date to be not less than 30 days from the date of such notice. THIS GUARANTEE IS BEING DELIVERED TO BUYER SOLELY FOR ITS BENEFIT IN ITS CAPACITY AS A CUSTOMER OF THE SELLER AND SOLELY FOR THE PURPOSE OF ENABLING THE BUYER TO RESPOND TO INQUIRIES FROM GOVERNMENTAL AUTHORITIES UNDER THE APPLICABLE REGULATIONS. EXCEPT FOR DISCLOSURE TO A GOVERNMENTAL AUTHORITY UNDER THE APPLICABLE REGULATIONS, THE BUYER IS PROHIBITED FROM USING THIS GUARANTEE FOR ANY OTHER PURPOSE AND FROM DISCLOSING THIS GUARANTEE TO ANY OTHER PERSON OR ENTITY (INCLUDING ANY CUSTOMER OF THE BUYER), UNLESS THE SELLER AGREES IN WRITING OTHERWISE. UNLESS THE SELLER AGREES IN WRITING OTHERWISE, THIS GUARANTEE MAY NOT BE RELIED UPON BY ANY PERSON OR ENTITY OTHER THAN THE BUYER.

CONTINUING GUARANTY	
DATE:	December 27, 2023
CUSTOMER:	Tilley Distribution
ADDRESS:	501 Chesapeake Park Plaza Middle River MD, 21220

Except in so far being deemed representations relating to the articles covered hereby and the Applicable Regulations, this Guaranty does not alter the terms and conditions of sale set forth in any written contract between the Seller and Buyer applicable to the underlying commercial transaction involving the articles to which this Guaranty applies (or if no contract exists, the applicable Seller's General Terms and Conditions of Sale, which shall govern such transaction and this Guarantee). Notwithstanding the foregoing or anything else in this Guarantee to the contrary, if Buyer is an indirect customer of the Seller (it purchases the subject articles from the Seller indirectly through a distributor of the Seller), (i) this Guarantee shall not transfer to the Seller any of the distributor's responsibilities to the Buyer and (ii) the Seller's aggregate liability with respect to the articles shall not exceed its maximum liability to such distributor under the applicable Seller's General Terms and Conditions of Sale (by acceptance of this Guarantee, Buyer agrees not to take any action inconsistent with this provision). By the acceptance of this Guaranty, the Buyer agrees to promptly, and in any event within 30 days of Buyer's obtaining knowledge, notify Seller in writing, of any demand, complaint or proceeding concerning a claimed violation of the Applicable Regulations involving any article covered by this Guaranty, giving in such notice the name and address of the complaining party (or parties) and identifying the article(s) concerned. Unless such notice is given within such period, this Guaranty shall be of no force or effect.

This Guarantee pertains specifically to phosphate-based products manufactured and supplied by Seller.

Seller represents and warrants that this Guaranty has been duly authorized by all necessary corporate action and authority on its behalf and, until revoked or made ineffective as provided herein, remains a legally binding and enforceable obligation.

SELLER

The Quality and Regulatory Department



Octavio Lopez
Senior Director, Quality and Regulatory
Qualityassurance@Innophos.com
1 (800) 243-5052

CONTINUING GUARANTY	
DATE:	December 27, 2023
CUSTOMER:	Tilley Distribution
ADDRESS:	5501 Chesapeake Park Plaza Middle River MD, 21220

**ATTACHMENT A
LIST OF PRODUCT(S)**

F220BG0055 - CURAFOS FCC GR 50LBBG