



FFDCA STATEMENT

BRINERS CHOICE® Anhydrous Calcium Chloride Pellets

This FFDCA Statement is subject to the contract executed between Occidental Chemical Corporation (“Seller”) and Sicalco LTD Inc (“Distributor”) and in effect at the time of this order, or, if there is no such contract, this FFDCA Statement is expressly conditioned upon Distributor’s acceptance of Seller’s standard or spot terms and conditions, as applicable.

For purposes of Section 303(c)(2) of the Federal Food, Drug, and Cosmetic Act (“FFDCA”), Seller hereby guarantees that, as of the date of each shipment of BRINERS CHOICE® Anhydrous Calcium Chloride Pellets (“Product”) by it to Distributor located at 522 Chestnut Street, Suite GB, Hinsdale, IL 60521, when shipped, such Product is not adulterated or misbranded within the meaning of the FFDCA, and further guarantees that, as of the date of each such shipment, such Product is not an article that may not, under the provisions of Section 404, 505, or 512 of the FFDCA, be introduced into interstate commerce. The Product may be considered “generally regarded as safe” (“GRAS”) when used in accordance with the manufacturing practices set forth at 21 CFR §§ 184.1 and 184.1193.

This guaranty shall be void and of no effect in any instance where the particular use of the Product to which this guaranty would otherwise apply is a use which is not in accordance with the requirements of the FFDCA or regulations thereunder. This guaranty shall be a continuing guaranty and, unless revoked by Seller by written notice to Distributor, it will remain in force and effect for the term of the underlying commercial transaction between Seller and Distributor involving the Product. This guaranty is not assignable and is given solely for the purposes of Section 303(c)(2) of the FFDCA. By acceptance of this guaranty, Distributor agrees promptly to notify Seller in writing, within ten (10) days, of any demand, complaint, or proceeding for a claimed violation of the FFDCA involving the Product, giving the name and address of the complaining party and the Product lot concerned. Unless such notice is given within ten (10) days of any such claim, demand, or proceeding, this guaranty shall be of no effect.

Briners Choice Food Guar 05/2023

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