



**CONTINUING GUARANTY**

**DATE:**                      **JANUARY 21, 2020**

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 Innophos, Inc.

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.

Innophos, Inc.

The Quality and Regulatory Department

*Kamran Ali*

Kamran Ali  
Associate Director, Quality Assurance  
[Qualityassurance@Innophos.com](mailto:Qualityassurance@Innophos.com)  
(800) 243-5052