



Innophos, Inc.  
259 Prospect Plains Road ♦ Building G  
P.O. Box 8000 ♦ Cranbury, NJ 08512-8000  
Telephone: (609) 495-2495  
Fax: (609) 860-0138  
www.innophos.com

## CONTINUING GUARANTY

**To: Tilley Chemical Co.**  
**Address: Baltimore, MD**

The articles, comprising each shipment hereafter made for delivery in the United States of America and Canada by the undersigned guarantor, **INNOPHOS, INC.**, a Delaware corporation, with offices located at 259 Prospect Plains Road, Cranbury, NJ 08512, together with any subsidiary which is a party to the transactions (collectively, the "Sellers"), giving rise to any such shipment to the customer specified above and any of its affiliated companies (collectively, the "Buyer") are hereby guaranteed by this instrument (the "Guaranty"), as of the date of shipment, to be:

1. 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;
2. where applicable, not be adulterated or misbranded within the meaning of the Wholesome Meat Act or Wholesome Poultry Act and the rules and regulations promulgated thereunder;
3. where applicable, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act and free of any misbranded hazardous substance or banned hazardous substance as defined therein;
4. where applicable, free of products which contain a listed chemical for which a warning is required under the California Safe Drinking Water and Toxic Enforcement Act and implementing regulations ("Proposition 65"), the foregoing not to be construed in any manner as an admission that any articles or any of the Sellers are subject to Proposition 65
5. where applicable, not adulterated or misbranded within the meaning of the Canadian Food and Drugs Act and regulations, Canada Agricultural Products Act and regulations, and Canadian Meat Inspection Act and regulations or any other applicable federal or provincial laws and regulations relating to food, drugs, and agricultural products; and
6. where applicable, free of any misbranded hazardous substance or banned hazardous substance as defined under the Canadian Pest Control Products Act and the Canadian Environmental Protection Act.



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This Guaranty shall be void and of no effect in any instance where the particular use by the Buyer (including for this purpose its customers or other transferees) of any article to which this Guaranty otherwise would apply is a use that is not in accordance with requirements of the FFDCFA 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 Buyers, at the address noted on this Guaranty, by **INNOPHOS, INC.**, such date to be not less than 30 days from the date of such notice. This Guaranty shall not be not assignable or otherwise transferable without the express prior written consent of **INNOPHOS, INC.**, which it may grant, withhold or condition in its absolute discretion.

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, including waiving or increasing any limitations on liability, applicable to the underlying commercial transaction involving the articles to which this Guaranty applies. By the acceptance of this Guaranty, the Buyer agrees to promptly, and in any event within 30 days of Buyer’s obtaining knowledge, notify **INNOPHOS, INC.** 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.**

**INNOPHOS, INC.** 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.

Given in Cranbury, New Jersey on the date noted below.

**Dated:** 10/1/14

**INNOPHOS, INC.**

By:   
**Title: Quality/Regulatory Affairs Manager**