

## **CONTINUING GUARANTEE**

For the purposes set forth in **Section 303(c) of the Federal Food Drug and Cosmetic Act**, \_\_\_\_\_, hereby guarantees to , \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and its subsidiaries and affiliated companies, that all articles comprising each shipment or other delivery to you as of the date of shipment or delivery, will not be adulterated or misbranded within the meaning of said Act, nor will any such article be an article which may not, under the provisions **of Section 404 of said Federal Act**, be introduced into interstate commerce.

The guaranty shall be a general and continuing guaranty and shall be binding upon us with respect to all such articles shipped or delivered to you at any time by us before the receipt by you of written notice of the revocation of the Guarantee.

All previous guarantees given by the undersigned for the purposes set forth in **Section 303(c) of the said Federal Act** are hereby revoked.

\_\_\_\_\_ (hereinafter "Seller") hereby agrees to indemnify and hold harmless \_\_\_\_\_ and its subsidiaries and affiliated companies (hereinafter collectively referred to as "\_\_\_\_\_") from and against any and all claims, loss, damage, injury, liability, and expense, including reasonable attorney fees, however caused and resulting from, arising out of, or in any way connected with products, articles, goods, and other items heretofore or hereafter sold by Seller to \_\_\_\_\_ or otherwise received by \_\_\_\_\_ through Seller. Seller further agrees to secure and keep in force, at its sole cost and expense, product liability insurance by a reputable

company with limits of at least Rs. \_\_\_\_\_ and naming  
\_\_\_\_\_ as an additional insured.

This guarantee and agreement and the rights and obligations hereunder shall be binding upon the successors and assigns of Seller and shall inure to the benefit of and its successors and assigns.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_