

Food Safety Modernization Act Agreement

Chex Finer Foods ("Chex") and the Vendor agree to the following:

1. The term Foods as used in this agreement means all food as defined in the section 201(f) of the Food, Drug and Cosmetic Act (FDCA) which includes but is not limited to, raw produce, processed foods and chewing gum (including all raw materials and ingredients), articles of drink, dietary supplements, game meats and food contact substances such as plates, cookware, food packaging and utensils. The term Foods includes human and animal food.
2. Vendor shall be in compliance with all FDA, USDA and other federal, state and local laws, rules or regulations, including, without limitation, all food labeling, disclosure and safety laws, rules, regulations and ordinances and the Bioterrorism Act, at the time of shipment and delivery of any product. Requirements under FSMA (Food Safety Modernization Act include, those related to produce safety, preventative controls for human food and animal food, sanitary food transportation and food defense. Vendor shall provide Chex with a copy of its third-party food or product safety audit within 24 hours upon written request. Chex may require Vendor to provide appropriate documentation, including: (i) a copy of its Food Safety Program, which shall include a functioning HACCP and /or HARPC plan; (ii) a copy of an audited, third party approved, Food Safety Program; (iii) proof of FDA or USDA facility registration or other documentation as required for Chex to determine that the products supplied are produced within a framework of a food or product safety system.
3. With respect to Imported Foods, Chex not serve as the Foreign Supplier Verification Program Importer ("FSVP Importer") as defined. This provision shall apply to shipments where Chex is the sole person falling within the definition of FSVP Importer and Chex has agreed in writing to be designated on the entry documentation as the FSVP Importer. Vendor shall not restructure ordinary terms of sale, transactions, or alter the ordinary course of business for the purpose of making Chex the sole person falling within the definition of FSVP Importer.
4. Vendor acknowledges that Chex shall reject any load of Foods, including Foods subject to the Perishable Agricultural Commodities Act, for violations of the Sanitary Food Transportation Act of which Chex is aware, including failure to maintain required records. Vendor assumes responsibility for ensuring loads of Foods rejected by Chex are not sold or distributed unless a qualified individual determines the Foods are not unsafe consistent with the Act. Vendor acknowledges Chex shall not serve as shipper, carrier or loader unless otherwise agreed to in writing. In circumstances where Chex arranges for transportation, Vendor shall not be responsible for serving as shipper or carrier unless Vendor assumes the responsibilities of providing the carrier with all necessary sanitary specifications for the carrier's vehicle and transportation equipment to prevent the Foods transported from becoming unsafe and providing operating temperatures for Foods that require time/temperature control for safety purposes.

The person signing this agreement warrants that he/she has been authorized, and has the legal capacity to do so.

By: _____

Print Name: _____

Date: _____

Title: _____