

FDA Facility Registration

Terms and Conditions

AGREEMENT by and between Emcos Inc. and Your Company ("Registrant")

The parties agree that Emcos Inc. shall register Registrant's food facilities with the U.S. Food and Drug Administration ("FDA") pursuant to section 415(a) of the U.S. Food, Drug and Cosmetic Act, 21 U.S.C. sec. 350(d)(a) (the "Act"), subject to the following terms and conditions:

Registrant authorizes Emcos Inc.'s individual employees to register its food facilities (identified above or on the accompanying Emcos Inc. payment form) with FDA pursuant to section 415(a) of the Act and to update or renew such registration or information, during the term hereof, pursuant to 21 C.F.R. sec. 1.225 et seq. Registrant authorizes Agent's individual employees to verify that a new registration's submission was authorized by the owner, operator, or agent in charge of the facility pursuant to 21 C.F.R. 1.231(4), by submitting the electronic "receipt code" in FDA's Food Facility Registration Module and to consent on Registrant's behalf to inspection of the facility by FDA and to such other conditions as are required by FDA for facility registration. Registrant represents and warrants that it is the owner, operator or agent in charge of the identified facility and is responsible for compliance pursuant to 21 C.F.R. sec. 1.225 et seq. Registrant will provide Emcos Inc. with all information and materials necessary or reasonably requested by Emcos Inc. to register or renew the food facilities pursuant to the Act. Registrant warrants that the information and materials provided by Registrant will be accurate, truthful, genuine and current. Emcos Inc. will forward all communications from FDA to Registrant at the address, telephone number or email address stated above.

The services performed by Emcos Inc. under this agreement are limited to those required to register Registrant. Emcos Inc.'s fee shall be paid in accordance with Emcos Inc.'s standard fee schedule and any modifications or revisions thereto. Emcos Inc. may perform additional services in its discretion at Registrant's request for additional fees. Emcos Inc. does not and will not practice law or render legal advice.

Registrant agrees to reimburse, indemnify and hold harmless Emcos Inc. from and against any and all expenses, costs and claims, including claims by third parties and nonparties, including but not limited to any governmental agencies, and related costs and attorneys' fees, and including but not limited to any reinspection fees owed to FDA, whether such claims are alleged in tort, contract or under other law, arising out or in connection with this agreement, the transactions contemplated hereby, any claim connected to the business or operations of Registrant, or any breach of law by Registrant. Registrant waives any and all claims against Emcos Inc. arising out of or in connection with this Agreement except for willful misconduct or gross negligence and for those waives its claims to the extent the law permits. As used in this agreement, "Emcos Inc." shall include its successors, assigns, affiliates, parents, subsidiaries, officers, directors, shareholders, agents and employees.

Neither party to this contract shall be held responsible for breach of contract caused by an act of God, insurrection, civil war, war, military operation, terrorism or local emergency. Time shall not be of the essence for services to be rendered by Agent. This document, together with the documents incorporated herein by reference, contains the entire agreement between the parties, and may not be modified except in writing signed by the party to be charged. The use of the plural herein includes the singular and vice versa. This agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Florida, without giving effect to its choice of law provisions. Any action or proceeding arising out of or in connection with this agreement or the transactions contemplated hereby shall be brought in the courts of Florida or the U.S. District Courts for the same. The parties hereto consent to exercise of in personam and subject matter jurisdiction by the courts of the State of Florida, and the U.S. District Courts for the same.

Emcos Inc. may terminate this Agreement at any time upon giving written notice to Registrant by U.S. Mail to the address stated above or provided by Registrant for its food facility registrations, or by fax to the fax number provided by Registrant for its food facility registrations, or by e-mail to the e-mail address provided by Registrant for its food facility registrations. Registrant may cancel this Agreement at any time by Federal Express, DHL, or UPS overnight delivery service, with such information as will confirm that Registrant's food facility registrations have been maintained or canceled consistent with the requirements of the Act. In the event of termination by either party, no part of the fees paid to Agent hereunder shall be refunded.

This agreement shall expire on December 31st of the current year, unless terminated earlier. Commencing January 1st of the following year, this agreement will renew automatically for successive terms of one year unless terminated pursuant to the terms hereof.