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October 18, 2018

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Swedish Match  
1121 Industrial Drive  
Owensboro, KY 42302

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Re:

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Supplying Plant: (b) (4)

Dear (b) (6)

This letter (which may be referred to below as "Statement") is submitted in response to your request concerning the Goods and compliance with certain legal standards or requirements as explained below. This Statement applies only to Goods shipped from the plant identified above.

(b) (4) and its affiliates operating at the above plant may be referred to as "Seller" and the buyer of Goods may be referred to as "Buyer" or "customer." Resins, colorants, additives, and other materials used in the production of Goods may be referred to as "Materials" and suppliers of such Materials may be referred to as "Suppliers." All statements are made to the best of Seller's knowledge, as of the date above, and are subject to the disclaimer at the end of this Statement.

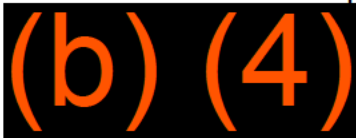
#### **FDA Status**

The Materials selected to formulate the Goods are listed in one or more of the following sections of Title 21, Code of Federal Regulations:

- All resins comply with 21 CFR 177.1520 "Olefins Polymers"
- Concentrates, where applicable, comply with 21 CFR 178.3297, "Colorants for Polymers" and CONEG Model legislation regarding heavy metal content.

The sections above list raw materials approved by the U.S. Food and Drug Administration (FDA) for use in food contact applications, such as packaging, and are subject to good manufacturing practices and any limitations contained in applicable United States regulations. This statement refers to the extraction limitations only, not to the Good's physical utility. It is the responsibility of the Buyer to determine if the Goods are suitable for their intended use.

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**Disclaimer**

Seller does not conduct any independent tests of Materials and disclaims any responsibility to do so. Seller does not manufacture the Materials, the Materials are purchased from outside, unaffiliated Suppliers that have provided Material Safety Data Sheets or other information on which this Statement is wholly based. ASIDE FROM THE STATEMENTS ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY OR GUARANTEE IS MADE OR IMPLIED REGARDING THE MATERIALS OR THE GOODS OR THE REPRESENTATIONS OF THE SUPPLIERS, THE RESULTS TO BE OBTAINED FROM THE USE OF THE GOODS, THE SAFETY OF THE GOODS, OR THE HAZARDS CONNECTED WITH THE USE OF THE GOODS. ALL SUCH WARRANTIES ARE EXCLUDED.

This Statement is not intended to modify any existing supply agreement or other agreement between the parties or relieve Buyer from its obligations to: (i) comply with applicable laws, (ii) provide accurate data for decorating and labeling of Goods, and (iii) use the Goods in a manner consistent with those data. Seller disclaims any responsibility for and shall not be liable for: (i) any modification of the Goods after shipment, (ii) Buyer's use or storage that may result in degradation of the Goods or migration of other chemicals into the Goods, (iii) any non-conforming Materials or any modification of Materials by a Supplier, (iv) any addition to or amendment of any applicable European, U.S., state or local laws or regulations relating to the Materials, or the Goods, or (v) actions required by Suppliers or Buyer to comply with applicable European, U.S., state, and local laws relating to the Materials or the Goods. Buyer is responsible for determining and applying the law and regulations that may be applicable to the intended use of the Goods and determining if the Goods are suitable for their intended use. The chemical compositions for the Materials and the Goods may be proprietary formulations and, if so, are confidential.

This Statement: (i) is effective only as of the above date, (ii) is not assignable, (iii) revokes any prior statements or representations by Seller with respect to the subject matter, (iv) is subject to Suppliers' statements and disclaimers (copies of which will be provided upon written request), and (v) may be withdrawn by Seller at any time.

Should you need additional information concerning the composition of the Goods, you may contact your sales or customer service representative.



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Regulatory Compliance & Vendor Information Management