**ADDENDUM TO THE DISTRIBUTING CONTRACT ENTERED BETWEEN [GROWER] (“SIGNATORY”) AND [DISTRIBUTOR] (“SELLING AGENT”) IN CONNECTION WITH THEIR RESPONSIBILITIES RELATED TO THE 2019 SUSPENSION AGREEMENT ON FRESH TOMATOES FROM MEXICO**

1. On September 19, 2019, the United States Department of Commerce (the “Department”) and certain tomato growers/exporters of fresh tomatoes from Mexico signed an agreement suspending the antidumping duty investigation on fresh tomatoes from Mexico (“2019 Suspension Agreement”). As a signatory to the 2019 Suspension Agreement, the Signatory is obligated to ensure that all sales involving subject merchandise that it grew and/or exported are consistent with the requirements of the 2019 Suspension Agreement,[[1]](#footnote-1) including sales made by the Selling Agent.
2. Accordingly, the Selling Agent shall ensure that it:
   1. sells subject merchandise at or above the relevant reference prices in the 2019 Suspension Agreement;
   2. provides all information and records necessary for inclusion in the Signatory’s quarterly certification;[[2]](#footnote-2)
   3. complies with all inspections, verifications, and requests for information from the Department (including, but not limited to, written questionnaires) concerning sales of any type of signatory tomatoes;[[3]](#footnote-3)
   4. maintains a copy of the Mexican export license, USDA inspection reports, and entry documents associated with each entry of signatory tomatoes into the United States, as well as records to support any adjustment, return, destruction, or donation of tomato lots, as described in section VII.C.4;[[4]](#footnote-4)
   5. confirms with the Signatory prior to export that all sales will only utilize pack types that have been previously registered with the Department;[[5]](#footnote-5)
   6. incorporates the terms of the 2019 Suspension Agreement into its contracts with all of its customers;[[6]](#footnote-6) and
   7. complies with all other applicable obligations set forth in the 2019 Suspension Agreement and not referenced in this Addendum.
3. The Selling Agent will be responsible for paying any legal fees incurred by the Signatory’s legal counsel in preparing, reviewing, and submitting the Selling Agent’s responses to any request for information issued by the Department.
4. To the extent required by the Perishable Agricultural Commodities Act of 1930 (“PACA”), the Signatory and the Selling Agent agree to jointly ensure that the Selling Agent and the Selling Agent’s customers hold valid and effective licenses issued pursuant to the PACA.[[7]](#footnote-7)
5. The Selling Agent consents to the release of all information requested by, presented to, or obtained by the Department during the conduct of verifications to U.S. Customs and Border Protection (“CBP”) and/or the U.S. Department of Agriculture (“USDA”).[[8]](#footnote-8)
6. All obligations outlined in this Addendum are equally applicable to those sales destined for Canada that fall within the scope of the 2019 Suspension Agreement.[[9]](#footnote-9) If the Selling Agent decides to resale subject merchandise to the United States after such merchandise enters Canada, the Selling Agent must ensure that all such sales comply with the terms of the 2019 Suspension Agreement.
7. The Signatory will have all remedies available under law at its disposal if the Selling Agent fails to meet any of its obligations under this Addendum.

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[NAME] [NAME]

[TITLE] [TITLE]

[SIGNATORY] [SELLING AGENT]

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[DATE] [DATE]

1. *Fresh Tomatoes from Mexico: Suspension of Antidumping Duty Investigation*,84 Fed. Reg. 49,987, 49,992 (Sept. 24, 2019) (“It is the responsibility of each Signatory to ensure that each sale of its merchandise is made consistent with the requirements of this Agreement and all its Appendices. To that end, each Signatory shall enter into a contract with the Selling Agent(s).”). [↑](#footnote-ref-1)
2. *Id.* at 49,992 (Section VII.D.4). [↑](#footnote-ref-2)
3. *Id.* at 49,991 (Section VII.B.8). [↑](#footnote-ref-3)
4. *Id*. at 49,991–92 (Section VII.C.6). [↑](#footnote-ref-4)
5. *Id.* at 49,995-96 (Appendix C). [↑](#footnote-ref-5)
6. *Id.* at 49,992 (Section VII.D.3.a). [↑](#footnote-ref-6)
7. *Id*. at 49,992 (Section VII.D.3.a). [↑](#footnote-ref-7)
8. *Id*. at 49,993 (Section VIII.C). [↑](#footnote-ref-8)
9. *Id.* at 49,998 (Appendix E). [↑](#footnote-ref-9)