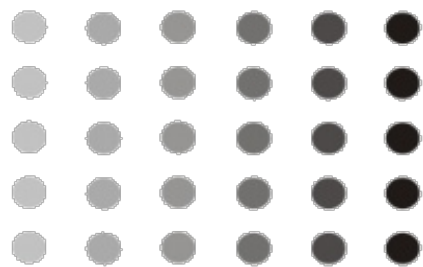
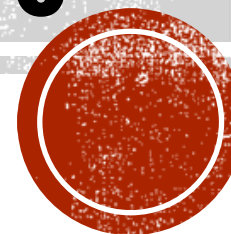


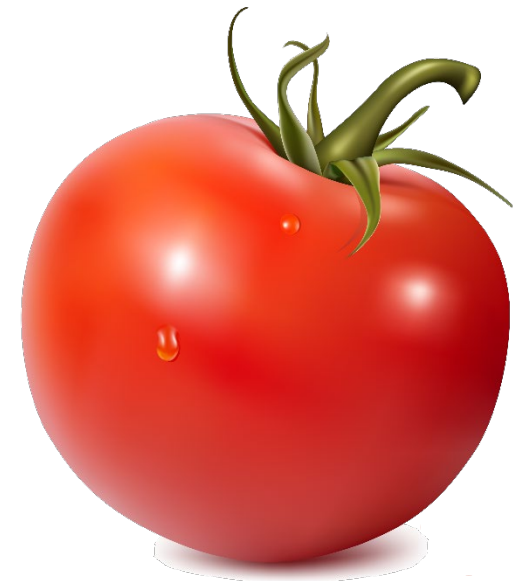
AGREEMENT SUSPENDING THE ANTIDUMPING DUTY INVESTIGATION ON FRESH TOMATOES FROM MEXICO 2019



caades

AGENDA

1. Background of the Agreement
2. Main Obligations of the TSA 2019
3. Reference Price – Box Weight Chart – New Packing Types
4. Box Labeling
5. Quarterly Certifications
6. Quarterly Audits (Signatories & Selling Agents)
7. Border Inspection
8. Contractual Obligations – PACA License
9. Appendices
10. DOC Monitoring and Compliance
11. Violations
12. Selling Agents



BACKGROUND OF THE AGREEMENT

- First Agreement 1996, it was renewed in 2002, 2008 and 2013.
- On May 7, the DOC withdraws from the 2013 agreement - The investigation is reactivated and cash deposits begin = 17.5%
- The DOC decided not to use the data from the original 1996 investigation. They selected 3 producers, to make its final determination by September 19. On July 23: Preliminary Duty = 25.28%
- September 19 the TSA 2019 is signed
- The investigation is reactivated and in the Final Determination results in a Tariff of 20.91%

MAIN OBLIGATIONS OF THE TSA 2019

- ✓ Sell above the Reference Price
- ✓ Register New Presentations (not in Box Weight Chart)
- ✓ Box Labeling
- ✓ Quarterly Certifications
- ✓ Quarterly Audits (Signatories and Selling Agents)
- ✓ USDA inspections for quality and condition defects near the border.
- ✓ Contractual obligations with Selling Agent, PACA License
- ✓ Comply fully with Mexican Regulations (SADER-Senasica / SE)
- ✓ Comply with all the Appendices:
 - ✓ Appendix D : Adjustments to Sales
 - ✓ Appendix F : Tomato for Processing
 - ✓ Appendix E: Sales to Canada



TSA 2019 - REFERENCE PRICE

The Reference Price for each type of box shall be determined based on the average weights stated in the chart contained in Appendix C of the Agreement.

Reference Price in U.S. Dollars per pound (lb.) (FOB U.S. shipping point, *i.e.*, U.S. side of the U. S.-Mexico border)

The delivered sale price to a Buyer shall include movement and handling expenses beyond the point of entry.

TSA 2013

| Growing Method | Winter | Summer |
|---------------------|---------------|---------------|
| Open Field /Adapted | \$0.31 | \$0.24 |
| Controlled Env. | \$0.41 | \$0.32 |
| Spec. Loose | \$0.45 | \$0.36 |
| Spec. Pack | \$0.59 | \$0.47 |

TSA 2019

| Tomato Type | Conventional | Organic (*) |
|--------------|---------------|---------------|
| Round & Roma | \$0.31 | \$0.43 |
| Stem On | \$0.46 | \$0.64 |
| TOV's | \$0.50 | \$0.70 |
| Spec. Loose | \$0.49 | \$0.69 |
| Spec. Packed | \$0.59 | \$0.83 |

(*) Organic has a markup of 40%.

TSA 2019 - REFERENCE PRICE

Interim Box Weight Chart: Round and Roma Tomatoes

| Type | Layers | Size | Avg. Kg. Weight | Avg. Lb. Weight | Round & Roma Reference Price | Organic Reference Price |
|--------------|-----------|------------------------|-----------------|-----------------|------------------------------|---------------------------------|
| | | | | | \$0.31/lb. | \$0.434/lb. |
| | | | | | Reference Price Per Box | Organic Reference Price Per Box |
| Round & Roma | 2L | 3x4 | 10.47 | 23.08 | \$7.15 | \$10.02 |
| Round & Roma | 2L | 4x4 | 10.78 | 23.77 | \$7.37 | \$10.32 |
| Round & Roma | 2L | 4x5 | 10.81 | 23.83 | \$7.39 | \$10.34 |
| Round & Roma | 2L | 5x5 | 10.43 | 22.99 | \$7.13 | \$9.98 |
| Round & Roma | 2L | 5x6 | 9.71 | 21.41 | \$6.64 | \$9.29 |
| Round & Roma | 3L | 6x6 | 13.33 | 29.39 | \$9.11 | \$12.76 |
| Round & Roma | 3L | 6x7 | 12.92 | 28.48 | \$8.83 | \$12.36 |
| Round & Roma | Bulk | 25 lbs. | 12.15 | 26.79 | \$8.30 | \$11.63 |
| Round & Roma | 1L | Long Box | 7.41 | 16.34 | \$5.07 | \$7.09 |
| Round & Roma | Bulk | Small 20 lbs. | 8.16 | 17.99 | \$5.58 | \$7.81 |
| Round | 1L | 10 lbs. | 5.12 | 11.29 | \$3.50 | \$4.90 |
| Round | Bags | 8 x 24 oz. - 12 lbs. | 5.63 | 12.41 | \$3.85 | \$5.39 |
| Round | Bags | 13 lbs. (9 bags) | 6.16 | 13.58 | \$4.21 | \$5.89 |
| Round | Bags | 10 x 20 oz. | 6.02 | 13.27 | \$4.11 | \$5.76 |
| Round | Clamshell | RPC - 12 x 20 oz. | 7.31 | 16.12 | \$5.00 | \$7.00 |
| Round | Clamshell | RPC - 36 x 3 Pack | 14.51 | 31.99 | \$9.92 | \$13.88 |
| Round | Clamshell | 12 x 16 oz. | 6.29 | 13.87 | \$4.30 | \$6.02 |
| Round | Clamshell | 12 x 20 oz. | 7.17 | 15.81 | \$4.90 | \$6.86 |
| Round | Clamshell | 16 x 1 lb. | 9.18 | 20.24 | \$6.27 | \$8.78 |
| Round | Clamshell | 4 x 2.25 lbs. (6 pack) | 5.00 | 11.02 | \$3.42 | \$4.78 |
| Round | Clamshell | 8 x 2 lbs. | 7.74 | 17.06 | \$5.29 | \$7.40 |
| Round | Clamshell | 8 x 2.25 lbs. (6 pack) | 10.01 | 22.07 | \$6.84 | \$9.58 |
| Round | | 5 lbs. | 2.42 | 5.34 | \$1.66 | \$2.32 |
| Round | | RPC - 15 lbs. | 6.94 | 15.3 | \$4.74 | \$6.64 |

| | | | | | | |
|-------|-----------|---------------|-------|-------|---------|---------|
| Round | | RPC - 18 lbs. | 8.76 | 19.31 | \$5.99 | \$8.38 |
| Roma | Clamshell | 12 x 12 oz. | 4.98 | 10.98 | \$3.40 | \$4.77 |
| Roma | | RPC - 25 lbs. | 12.43 | 27.40 | \$8.49 | \$11.89 |
| Roma | | RPC - 32 lbs. | 14.74 | 32.5 | \$10.08 | \$14.11 |
| Roma | | RPC - 35 lbs. | 16.13 | 35.56 | \$11.02 | \$15.43 |
| Roma | | 10 lbs. | 4.82 | 10.63 | \$3.30 | \$4.61 |
| Roma | | 5 lbs. | 2.81 | 6.19 | \$1.92 | \$2.69 |
| Roma | Bags | 4 x 3 lbs. | 5.61 | 12.37 | \$3.83 | \$5.37 |
| Roma | Bags | 6 x 3 lbs. | 9.07 | 20.00 | \$6.20 | \$8.68 |
| Roma | Bags | 8 x 2 lbs. | 8.70 | 19.18 | \$5.95 | \$8.32 |
| Roma | Bags | 10 x 22oz. | 7.08 | 15.61 | \$4.84 | \$6.77 |
| Roma | Baskets | 16 x 1 lb. | 10.01 | 22.07 | \$6.84 | \$9.58 |
| Roma | Tray | 12 x 6 Pack | 6.43 | 14.18 | \$4.40 | \$6.15 |
| Roma | Clamshell | 4 x 3 lbs. | 6.06 | 13.36 | \$4.14 | \$5.80 |
| Roma | Clamshell | 6 x 2 lbs. | 5.91 | 13.03 | \$4.04 | \$5.66 |
| Roma | Clamshell | 8 x 1 lb. | 4.93 | 10.87 | \$3.37 | \$4.72 |
| Roma | Clamshell | 8 x 3 lbs. | 11.55 | 25.46 | \$7.89 | \$11.05 |
| Roma | Clamshell | 12 x 4 oz. | 5.59 | 12.32 | \$3.82 | \$5.35 |
| Roma | Clamshell | 12 x 12 oz. | 6.12 | 13.49 | \$4.18 | \$5.85 |
| Roma | Clamshell | 12 x 16 oz. | 6.30 | 13.89 | \$4.31 | \$6.03 |
| Roma | Clamshell | 12 x 1 lb. | 5.90 | 13.01 | \$4.03 | \$5.65 |
| Roma | Clamshell | 24 x 1 lb. | 14.39 | 31.72 | \$9.83 | \$13.77 |

NEW PACK TYPES

- ✓ Signatory shall notify Commerce in writing no later than five business days prior to the date of the first exportation of such boxes to the United States.
- ✓ Fill out the suggested form. attach the excel of the weighing exercise, and 5 photos of the new presentation.
- ✓ Weighing exercise:
 - 20 boxes, randomly chosen from three different lots, and calculate an average weight of the sixty boxes.
 - 5 Packing materials (boxes, bags, clamshells, etc)

**FORM FOR NOTIFICATION OF INTENT TO SHIP
TOMATOES IN NEW PACK TYPES**

(Appendix C of the 2019 Agreement)

For each pack type that you will be shipping that is not currently on the Box Weight Charts, please submit the information below electronically using the Department's electronic filing system, ACCESS. You will be required to register as an ACCESS user before you will be able to file. Please see the following links for more information. The following link below has specific instructions on how to register and file your document:

<https://access.trade.gov/login.aspx>

Your submission to the U.S. Department of Commerce must comply with the filing, format, translation, service, and certification of document requirements at 19 C.F.R. 353.31 and the procedures for establishing business proprietary treatment at 19 C.F.R. 353.32.

- (1) Date: _____
- (2) Contact Person: _____
- (3) Phone/Fax/Email: _____
- (4) Grower: _____
- (5) Signatory ID #: A-201-820- _____
- (6) Selling Agent: _____
- (7) Selling Agent's Address: _____
- (8) Selling Agent's Phone and Fax: _____
- (9) Box Dimensions: _____ length, _____ width, _____ height
(Specify, for each, if centimeters or inches)
- (10) Box Weight: _____ lbs.

To obtain the box weight for the new pack type you are reporting, please weigh twenty boxes, randomly chosen from three different lots, and calculate an average weight of the sixty boxes. If at the time of entry the box weight provided above is not on the Box Weight Chart, the weight should be noted on the pro-forma invoice and be used for purposes of establishing the reference price for the sale of the new pack type.

- (11) Tomato Type: _____
(e.g., Round, Roma, Cherry, Grape, Stem-On, Tomatoes-on-the-Vine etc.)

Provide a detailed description of the packing materials and form (e.g., 3 x 4, 2 layers, shrink-wrapped tomatoes placed in cartons, etc.). Also identify the USDA-defined size of the tomatoes being shipped. See United States Standards for Grades of Fresh Tomatoes, 7 C.F.R. 51.1859.

- (12) Organic or Non-Organic: _____
- (13) Estimated Shipment Dates (e.g., months, growing season, etc.): _____
- (14) Estimated Number of Shipments: _____
- (15) Estimated Volume of Shipments: _____
- (16) Likely U.S. Port(s) of Entry: _____

BOX LABELING

- Must be labeled with their name, ID # and the following Statement:

“These Tomatoes were Grown/Expoted by a Signatory of the 2019 Suspension Agreement”

- Include the Tomato Type :
Round, Roma, Stem On, Specialty, Tomatoes on the Vine

- Tomatoes sold in Mexico must have the Signatory name, ID # and the following statement:

*“Prohibida su Exportación a los EUA /
Not for Export to the United States”*



QUARTERLY CERTIFICATIONS

- A written statement certifying that the tomato were sold pursuant to the suspension agreement
- Information to be presented: volume, value, adjustments according to Annex D (number of loads with adjustments, the volume of tomato destroyed, the value of the adjustments, the total value paid).
- All certifications issued by the USDA that demonstrate the destruction of any defective tomato according to Annex D.
- Documentation of returns to Mexico, and a written statement assuring that there were no additional rejections beyond those provided.
- The volume assigned to a third party to be exported to the United States and the name of that third party (non-producing exporter).
- The volume purchased from a third-party producer to be exported to the United States and the name of the producer.
- A written statement acknowledging that any intentional violation of the agreement is subject to civil penalties.
- All information in electronic Microsoft Excel format.

AUDIT QUESTIONNAIRES - SIGNATORIES

- ✓ Commerce shall sample up to 40 Signatories on a quarterly basis, within 30 days of the end of each quarter, from which to request detailed information related to each sale of any type of subject tomato.
- ✓ **Information required:**
 - ✓ List of selling agents (affiliated or unaffiliated)
 - ✓ Detailed narrative of any sales through arrangements other than written contract.
 - ✓ Quantity and Value during POR (by tomato type)
 - ✓ Excel with:
 - ✓ Sequence number per single sale
 - ✓ Name of Selling Agent, date entered into contract with Selling Agent
 - ✓ Quantity and Price under each contract
 - ✓ Export license number (Aviso Automático)
 - ✓ Invoice Price, Final price (net of credits or adjustments)
 - ✓ Importer of Record
 - ✓ Indicate destructions or returns to Mexico
 - ✓ Name of Buyer, if known
 - ✓ List Adjustments to price or quantity, cancelations/returns

AUDIT QUESTIONNAIRES - SIGNATORIES

✓ Documentation required:

- ✓ All USDA Inspections
- ✓ Records supporting the destruction of subject merchandise or the return of subject merchandise to Mexico
- ✓ Pre-season letters that the Signatory sent to its customers.
- ✓ Contract with Selling Agents.



AUDIT QUESTIONNAIRES — SELLING AGENTS

- ✓ Commerce shall sample up to 40 Selling Agents on a quarterly basis, within 30 days of the end of each quarter, from which to request detailed information related to each sale of any type of subject tomato.
- ✓ **Information required:**
 - ✓ List of signatories
 - ✓ Total Quantity and Value during POR
 - ✓ Quantity and Value by Tomato Type and Signatory (Imported and Sold)
 - ✓ Excel with:
 - ✓ Sequence number per single sale
 - ✓ Name of the Signatory, ID Number, and date entered into contract
 - ✓ Quantity and Price under each contract
 - ✓ Name of Buyer
 - ✓ Quantity sold by category of tomato, Invoice Price, Final price (net of credits or adjustments)
 - ✓ Indicate destructions or returns to Mexico
 - ✓ Indicate whether the sales were made to Canada
 - ✓ List Adjustments to price or quantity, cancelations/returns, refunds
 - ✓ If a transaction includes tomatoes the failed a USDA inspection, reimbursements, adjustments
 - ✓ Identify pack types not included in the box weight chart, date of notification to Commerce, dimensions and weight

AUDIT QUESTIONNAIRES – SELLING AGENT

✓ Documentation required:

- ✓ Documentation from each of the Signatories that shows the contractual language between your company and the Signatory
- ✓ All USDA Inspections
- ✓ Records supporting the destruction of subject merchandise or the return of subject merchandise to Mexico
- ✓ Pre-season letters that the Signatory sent to your or its customers.
- ✓ Documentation for sales to Canada.

BORDER INSPECTIONS

- ✓ Tomatoes to be inspected: all Round, Roma (Including Stem-on) and Grape Tomatoes in bulk.
 - ✓ Excluded: TOV, Specialty Tomatoes and Grape Tomatoes packed in 2lbs or less.
- ✓ This represents the 92% of the volume exported to the US in 2018.
- ✓ Started April 4th, 6 months after the TSA was signed.
- ✓ The importer must request the USDA inspection when the load is available. USDA has 48 hours to conduct the inspection, at locations that normally have inspectors it will be 24hrs.
- ✓ Commerce will consult with USDA to define the inspection mechanism. USDA will conduct inspections in accordance with its normal practice.
- ✓ The inspections will be carried out in the warehouses of the importers, as is done with tomatoes that are under the Marketing Order and with other products.
- ✓ The inspection requirement is US # 1; US combination (60% US # 1, 40% US # 2) and US # 2.
- ✓ If a cargo fails inspection, the importer may recondition and re-inspect, or return.
- ✓ **Save all inspection certificates on loads for "40's Verifications"**



| | | | | |
|--|----------------|----------------------|--|--|
| CARRIER or LOT IDENTIFICATION 652UD8-MX Stated by: Inspector | Loading Status | Inspection Started | UNITED STATES DEPARTMENT OF AGRICULTURE AGRICULTURAL MARKETING SERVICE INSPECTION CERTIFICATE TX3071849 | |
| | Loaded | 05/01/2020 @ 8:15 PM | | |
| | Entry Number | Inspection Completed | | |
| | FM8-2001121-7 | 05/01/2020 @ 9:23 PM | | |

| | | |
|---------------------|--|-------------------------|
| Additional Lot ID | 2110 | Applicant: 10011 |
| Carrier Type / Name | MECH.REF. | Inspection Point: 88888 |
| Refrigeration Unit | On <input type="checkbox"/> Doors <input type="checkbox"/> Closed <input type="checkbox"/> | Shipper |

| Lot | Temperatures | Product | Brand / Markings | Origin | Container | Insp. Ct. |
|-----|--------------|----------------------------|-------------------------|--------|-------------------------|-----------|
| A | 49°F to 60°F | Tomatoes, Greenhouse Round | "XXX" Produce Of Mexico | MX | 2340 15 lbs F/B Cartons | Yes |

| AVERAGE DEFECTS | Including SER DAM | OFFSIZE/DEFECTS | OTHER |
|--|-------------------|--|-------|
| 02 | 00 | Quality (0 to 5%) (Scars, Cuts and Broken Skins) | Firm. |
| 01 | 00 | Brulses (0 to 5%) | |
| 00 | 00 | Decay (0 to 0%) | |
| 03 | 00 | CHECKSUM | |
| GRADE: U.S. No. 1 Meets Count as Marked. Lot Meets the requirements of 2019 TSA. | | | |

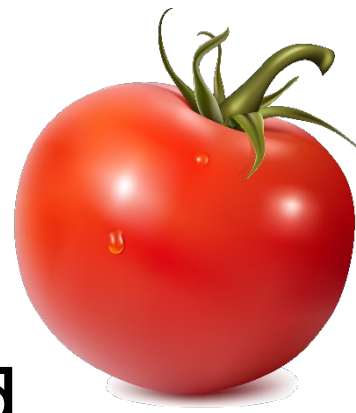
REMARKS: SIGNATORY ID# A-201-820-XXX
 Inspection performed during the process of unloading. Samples marked/stamped by inspector. Applicant furnished labor to make load accessible for inspection.

| | | | | |
|--|--|----|----------------------|------------|
| WARNING: Any person who knowingly shall make, issue, alter, forge or counterfeit this report, or participate in any such actions, is subject to a fine of not more than \$1,000 or imprisonment for not more than one year, or both. | Alexander Ayala | GU | Estimated Fee | |
| |  INSPECTOR SIGNATURE | | 210.00 | FRT0 |
| | I, the above, a duly authorized inspector of the United States Department of Agriculture, do hereby certify that at the request of the applicant and on the date indicated samples of the herein described product were inspected and the quality and/or condition as shown by said samples were as herein stated. Market Office: ALAMO-TEXAS | | 210.00 | Total Fees |

CONTRACTUAL OBLIGATIONS WITH SELLING AGENTS

- ✓ Signatories shall require their Selling Agents to respond to Commerce's requests for information concerning sales of any type of Signatory tomatoes.
- ✓ Signatories must ensure that the importer for all imports of Fresh tomatoes requests the USDA inspection, and that lots that do not pass are either reconditioned and re-inspected, or returned to Mexico.
- ✓ Signatories must maintain proof of these contractual arrangements, provide such records to Commerce upon request, and make them available for verification by Commerce at any time.
- ✓ Through a contractual arrangement, Signatories shall require their Selling Agents to provide information necessary for inclusion in the Signatories' quarterly certification.
- ✓ Through a contractual arrangement, Signatories shall require their selling Agents to respond to Commerce's requests for information concerning sales of any type of Signatory tomatoes

PACA LICENSE



- The Selling Agent(s) and Buyer(s) must hold a valid and effective PACA License.
- “It is the responsibility of each Signatory to confirm and guarantee that said Sales Agents and Buyers have a valid and effective license, which has been issued in accordance and to the extent required by the PACA. All contractual arrangements will specify that the parties in the distribution chain, from the Signatory to the Buyer, are to keep the documentation required by the PACA and in accordance with the requirements of the Agreement. ”

PRODUCER-DISTRIBUTOR AGREEMENT, TERMS OF SALE WITH CLIENTS

- **Tomato distributors (Signatory's selling agents) MUST send all their customers the updated customer letter with the new 2019 TSA terms.**
- **Failure to do so is a violation of the TSA and they would not have PACA protection.**
- **Tomato distributors must update the language of their bill of lading manifest to reflect the new terms of the 2019 TSA.**
- **Tomato distributors should update the contract language with their signatory grower / supplier to reflect the new terms of the 2019 TSA.**
- **FPAA developed for its members the new text for their letters to their clients, the invoices and the producer's contract.**
- **Companies that are not members of FPAA must contact their legal advisor to create their own documents.**

APPENDIX D – ADJUSTMENTS TO SALES

- Sales adjustments now include quality defects (puffiness -bofo) in addition to condition defects.
- New condition defects are incorporated (see next slide).
- Limits of defects allowed unchanged: 8% soft / decay, 15% of any quality or condition defect, or 20% of total quality and condition defects.
- If a load contains more than 35% defects in quality and condition, the load must be returned to Mexico. In addition, the signatory must pay all expenses related to the return of the full load. The load cannot be sold, donated, or destroyed in the United States.
- Buyers can only adjust for freight and USDA inspection costs attributable to defective tomatoes.
- Once deducted from the original invoice, the remaining value of the tomatoes divided by the number of accepted tomatoes must not be less than the reference price.
- Rejected tomatoes cannot be sold by the buyer. These must be destroyed under the supervision of a USDA inspector who will issue a certificate as proof of destruction.
- Under no circumstances may the selling price after the adjustments fall below the minimum FOB reference price at the US-MX port of entry.

APPENDIX D — FORM FOR ACCOUNTING SALES AND COSTS

PRODUCT INFORMATION

| | | | |
|---|--------------------|----|-----------|
| Total Number of Boxes in Lot: | <u>300</u> boxes | B | |
| Original Invoice Unit Price per Box: | <u>\$ 8.30</u> | P | |
| Total Original Invoice Value: | <u>\$ 2,490.00</u> | TI | $(B * P)$ |
| Reference Price per Box: ¹ | <u>\$ 8.30</u> | RP | |
| Checksum of Allowable Condition and/or Quality Defects from USDA: | <u>33</u> % | CK | |
| USDA Inspection Certificate No. | _____ | | |

TOTAL ACCEPTED & REJECTED

| | | | |
|---|--------------------|----|-----------|
| Total Accepted: | <u>200</u> boxes | A | |
| Total Original Value of Accepted Boxes: | <u>\$ 1,660.00</u> | TA | $(A * P)$ |
| Total Rejected: | <u>100</u> boxes | R | |

ALLOWABLE EXPENSES CREDITED

| | | | |
|--|------------------|----|---------------------------------|
| Total Freight Charges for Lot: | <u>\$ 200</u> | F | |
| Total Inspection Fees for Lot: | <u>\$ 210</u> | I | |
| Total Credits: | <u>\$ 410</u> | TC | $(F + I)$ |
| Total Credits Attributable to Defective Tomatoes: | <u>\$ 136.67</u> | TD | $TC * \left(\frac{R}{B}\right)$ |
| Total Credits Attributable to Defective Tomatoes Per-Unit: | <u>\$ 0.68</u> | TU | $\frac{TD}{A}$ |

FINAL ADJUSTED INVOICE VALUE

Input the final invoice value for the lot of accepted tomatoes, net of all adjustments.

| | | | |
|---------------------------------------|----------------|----|----------------|
| NET PER-UNIT SALES PRICE ² | <u>\$ 7.62</u> | NU | $\frac{FV}{A}$ |
|---------------------------------------|----------------|----|----------------|

SALES TO CANADA – APPENDIX E

- **Signatory and Selling Agent must properly document sales to Canada as such**
 - **Signatory name, and number**
 - **Shipping manifest**
 - **Invoice (date, Brand, tomato type, quantity, value)**
 - **Entre document from Canadian Customs (Form B3 or Canada Customs Coding Form)**
- **The Signatory must notify the Canadian customer that any resales of its merchandise from Canada to the US must be in accordance to the terms of the TSA**

**FORM FOR NOTIFYING CANADIAN CUSTOMER THAT REALES OF
SIGNATORY MERCHANDISE INTO THE UNITED STATES ARE
COVERED BY THE TERMS OF THE 2019 AGREEMENT**
(Appendix E of the 2019 Agreement)

The merchandise covered by invoice number _____ is being supplied by,

_____, a signatory to the 2019 Agreement Suspending
the Antidumping Duty Investigation on Fresh Tomatoes from Mexico (2019 Agreement). In the
event that this merchandise is resold into the United States, it must be sold in accordance with
the terms of the 2019 Agreement.

A-201-820-_____
(Signatory ID number)

(Signature of Selling Agent's Certifying Official)

(Date)

(Telephone Number)

(E-mail Address)

TOMATOES FOR PROCESSING – APPENDIX F

- Sold directly to a processor
- Accompanied by an “Importer Exempt Commodity Form (FV-6)” for tomatoes covered by the Marketing Order, for the rest “2019 Suspension Agreement – Tomatoes for Processing Exemption Form”
- Shipped in Packing form not typical for fresh market.
- Clearly labeled on the packaging as “Tomatoes for Processing”
- Sales to a processor after importation into the US are a Violation of the Agreement.

COMPLIANCE MONITORING

- Commerce will form a Working Group with CBP and USDA to monitor and reconcile MX tomato import data.
- Commerce will review the quarterly reports of the Mexico Working Group.
- Commerce will conduct periodic verifications at Ports of Entry or through questionnaires.
- It will hold regular meetings with the Signatories during production peaks.
- Selection of up to 40 signatories to be verified quarterly, within 30 days after the end of each quarter.
- Selection of up to 40 sales agents to be verified quarterly within 30 days after the end of each quarter.

WHAT IS CONSIDERED A VIOLATION TO THE TSA

- Sales below the Reference Price.
- Any act or practice which would have the effect of hiding the real price
- Failure to request a USDA inspection on a load
- Mislabeled boxes
- Failure to provide a quarterly certification
- Repeated or routine filling of boxes beyond reasonable variations in weights
- Not registering a new presentation
- Not following Appendix D for adjustments
- Exporting with a signatory number that is not their own
- Any other act or practice that Commerce finds is in violation

SELLING AGENTS - TSA

- Sign a Contract with the Signatory (Addendum), use wording of the terms of the agreement on invoices/bill of lading, send Pre-season letters to buyers, maintain a PACA license
- Sell subject tomatoes complying with the TSA terms, reference price, adjustments Appendix D, all appendices and save documentation.
- As the importer, request the USDA Border Inspection, and maintain a copy.
- Respond to Commerce's requests for information concerning sales of any type of Signatory tomatoes.
- Provide information necessary for inclusion in the Signatories' quarterly certification