

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

**CERTIFICATION OF SALES
(Section VII.D.4. of the 2019 Agreement)**

Signatories to the 2019 Agreement must submit the following statement to the U.S. Department of Commerce (Commerce) with their quarterly certification information. This form, and the attached Excel spreadsheet must be filed in ACCESS not later than 30 days after the end of each quarter. Certifications that are not filed in ACCESS will be regarded as not having been filed.

I, _____, on behalf of
(Name)

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

hereby certify the following:

- 1) The invoice price for all sales of Fresh Tomatoes made during the most recently completed quarter (after rebates, backbilling, discounts for quality, and other claims) were at or above the Reference Prices in effect, were not part of or related to any act or practice which would have the effect of hiding the real price of the Fresh Tomatoes being sold (*e.g.*, a bundling arrangement, on-site processing arrangement, commingling tomato products, discounts/free goods/financing package, end-of-year rebates, free freight, and/or a swap or other exchange), and were otherwise consistent with the terms of the 2019 Agreement.
- 2) All USDA-issued certifications showing destruction of any defective tomatoes pursuant to Appendix D are attached to this certification, and, if no certifications are attached to this filing, I certify that no defective tomatoes were destroyed.
- 3) Documentation of any return of rejected lots to Mexico, pursuant to Appendix D, is attached to this certification, and I certify that there were no additional rejections beyond those being provided.
- 4) If we assigned any registered production volume to any other party for export to the United States, I have provided the volume and name of the party to which we assigned production volume in the attached Excel spreadsheet. Similarly, if we were assigned any registered production volume by any other signatory for export to the United States, I have provided the volume and name of the party that assigned us production volume in the Excel spreadsheet.
- 5) Pursuant to section 734(i) of the Tariff Act of 1930, as amended (the Act), I understand Commerce will refer any intentional Violations of the 2019 Agreement to U.S. Customs and Border Protection. Any person who intentionally commits a Violation of the 2019 Agreement shall be subject to a civil penalty assessed in the same amount, in the same manner, and under the same procedures as the penalty imposed for a fraudulent violation of section 592(a) of the Act. A fraudulent violation of section 592(a) of the Act is punishable by a civil penalty in an amount not to exceed the domestic value of the merchandise. For purposes of the 2019 Agreement, the domestic value of the merchandise will be deemed to be not less than the Reference Price, as the Signatories agree not to sell the subject merchandise at prices that are less than the Reference Price or to ensure that sales of the subject merchandise are made consistent with the terms of the 2019 Agreement.

(Signature of Certifying Official)

(Date)

Quarter begin date

Quarter end date

The quarters are December 1 - February 28(29), March 1 - May 31, June 1 - August 30, and September 1 – November 30