

Harvest Year ____

Private Contract for Purchase and Sale of Guava N° in Brazil

[NAME OF THE COMPANY], with its head office located in [address], enrolled in CGC (general taxpayer roll) with the number _____, here designated INDUSTRY, by its legal representatives and, as the second party, the PRODUCER, resident and domiciled on in the municipal district of..... State of..... CPF (federal taxpayer number)....., enrolled as rural producer in the Fiscal Station, under n°....., here denominated PRODUCER, have agreed amongst themselves what is henceforth stated:

FIRST CLAUSE:

The PRODUCER commits to cultivate, to pick and to sell to the INDUSTRY, which commits to buy the production of guava from the Farm located in the municipal district of State, being the contracted production for the Harvest Year of ____ in metric tons, according to the schedule below:

Trees		Quantity in kiloramms		
Number	Production Estimate (Kg)	Total Estimate Production	Total Contracted Production	Crop Daily (Kg)

Single item: The timetable above shall be satisfied strictly. In case of occurrence of adverse factors alien to the will of the parties, a new timetable shall be drawn, in their common agreement, not being the PRODUCER allowed picking the harvest without the agreement of the INDUSTRY.

SECOND CLAUSE:

The definitions of prices and payment conditions shall be determined by the Agribusiness Committee of the State of São Paulo, for the Harvest Year of _____.

THIRD CLAUSE:

The INDUSTRY will carry on receptions and payments according to timetable below:

Deliveries of:	Payment day:
21 to 05 of every month	10th of every month
06 to 20 of every month	25th of every month

Single item: THE INDUSTRY will retain the amount and collect (social security payments), when due. The receipts of these collections shall remain at the PRODUCER's disposal at the end of the Harvest.

FOURTH CLAUSE:

The PRODUCE - object of this contract shall be transported from the farm to the INDUSTRY in trucks hired by the PRODUCER, being the freight under the responsibility of the INDUSTRY and its value, agreed in advance. The weighting shall be done in _____.

Single item: The frequency of harvest shall be determined by the INDUSTRY's technicians and shall be strictly followed by the PRODUCER.

FIFTH CLAUSE:

At any time, while the present contract is in force, the INDUSTRY may inspect cultivated areas and through its representatives, determine the techniques that shall be observed by the PRODUCER in the management of the culture linked to this contract, including the ideal crop point, in order to comply with the quality desired by the INDUSTRY.

Single item: The INDUSTRY reserves the right to apply discounts and, or, to refuse lots not found compliant to the quality specifications, according to the chart appended. Sorting and weighting shall be done no more than 24 hours after the arrival of the produce at the factory. Past this period, the INDUSTRY will lose the right to apply discounts for quality. In case the produce is classified as discard, the payment of the freight value will be the responsibility of the PRODUCER.

SIXTH CLAUSE:

The INDUSTRY shall provide the plastic boxes for the harvest in _____. No devolution shall imply a discount in the value of [amount and currency] per container.

SEVENTH CLAUSE:

Receipts shall be issued by the Unit of the INDUSTRY at _____ .

EIGHTH CLAUSE:

The party found in breach of any clause of this agreement shall be subject to a fine of 20% (twenty percent) of the value of the production estimated in the First Clause, in favour of the opponent, regardless of the compensation for losses and damages.

NINTH CLAUSE:

Misappropriation of the produce now contracted shall implicate the EIGHTH CLAUSE.

TENTH CLAUSE:

The forum appointed to settle eventual doubts regarding the present contract shall be of the Judicial District of _____. And for thus finding fair and agreed, the parties have executed this agreement in 2 (two) copies of equal value and for one single effect.

Witnesses

INDUSTRY

PRODUCER

Chart 1: Guava classification

Serious injuries (%)	Discounts (%)
Up to 25,0	Standard
25,1 - 30,0	5
30,1 - 35,0	10
35,1 - 40,0	20
40,1 - 45,0	30
> 45	discard