

Contract for purchase of improved sugar bean seed

Zambia

NAME OF THE COMPANY (_____) is pleased to offer you a market for sugar bean for the _____ season under the following terms and conditions:

1. Source of Seed:-----
2. Quantity of Seed:-----
3. Expected Yield to be purchased by NAME OF THE COMPANY:-----

4. Understanding: NAME OF THE COMPANY _____ is offering you a guaranteed market for the entire crop produced.
5. Packaging: To be supplied by the buyer
6. Quality: Moisture - 12.0% max.
 1. Uniformity - 25.0% min
 2. Immature seed - 1.5% max
 3. Foreign matter - 1.5% max
 4. Germination - 90% min
7. Price: US\$ ____ per metric ton delivered
8. Payment: Payment will be made within 48 hours based on our weighbridge weights at NAME OF THE COMPANY _____
9. Particulars

Name:-----
NRC:-----
Village:-----
Area/Location:-----

District/Chief-----
Address:-----

Telephone/Fax:-----

10. Declaration: I, ----- agree that the above details are correct and I shall abide by the conditions set herewith.

Signed:-----

Date:-----

Signed:-----
Client
Project Manager

Date:-----

Signed:-----
General Manager

Date:-----

Contract of sale

This contract of sale is made on the day of 20.... in between NRC No..... hereinafter called the Seller on the one part and NRC No..... hereinafter called the Buyer.

1. It is hereby agreed that the seller, being the legal owner of the produce and free of any liens on that produce (that means, not having pledged the produce to any creditor) will make available Kilogrammes of (produce) at a maximum of % moisture and a maximum of% damaged produce and extraneous matter (dirt/ rubbish) by at, packed in Kg
2. The buyer hereby agrees to collect the produce as specified above by and pay the seller the amount of K in cash upon collection. The buyer will permit the seller, if he/she wishes, to accompany, at the sellers cost, the produce to its final destination to verify weighing and quality control testing.
3. The buyer hereby agrees to pay the balance (if any) in cash by..... to the seller at
4. The seller hereby agrees to accept the verdict of..... with regards to weight and quality, but NOT with regard to price of acceptable quality produce.
5. The seller agrees that the balance due to the seller from the buyer may be reduced if the produce weighs less than the agreed weight OR if the quality is poorer than that specified under this contract.
6. The buyer agrees to collect the produce and replace the sacks with an equal number of the similar or better quality at the time of collection before
7. The buyer hereby agrees that the seller may dispose of the seller's produce to anyone in the event that the buyer fails to collect the whole amount of produce by....., and the seller accepts to return all deposits less a pro rata amount of produce collected by the buyer and less a penalty fee of within..... days of the collection date (in clause 1)
8. The seller agrees to pay K..... in event that all of the produce specified in clause 1 is not available with regards to packaging, quantity and quality for collection by the buyer by the date in clause 1.
9. In any event of non payment by either the buyer or seller by the dates due, interest will be charged at % per until the full balance is paid to the other party.

10. In the event of any dispute arising from this contract, both parties hereby agree to to act as **arbitrator**. The decision of the arbitrator will be binding on both parties and the expenses involved due to arbitration will be payable by the party or parties in such proportions as decided upon by the arbitrator.

11. The buyer and the seller hereby agree to be bound by the above clauses by attaching their signatures hereto, the day and date hereinbefore written.

Signed by..... (the seller)

Signed by..... (the buyer)

In the presence of..... NRC No. (Witness)