

Brazil

Sale and Purchase Warranty Agreement - Harvest Year of \_\_\_\_

Private Contract of Sale and Purchase of Tomato for Industrial Use

Under the present contract of sale and purchase of tomato for industrial use, NAME OF THE COMPANY, with head office situated in ....., in the city of ....., state of ....., registered at the General Taxpayers Roll with the number ....., represented by its Director, from now on simply designated as INDUSTRY, and PRODUCER resident and living at ..... Street, in the county of ....., state of....., Federal Taxpayers Number ....., registered at....., under the registration number ....., from now on simply referred as PRODUCER, agree to stipulate and establish the following terms and conditions:

1. The PRODUCER commits to cultivate tomato at the harvest year of ....., within an area of ..... ha, in the county of ....., state of ..... and sell to the INDUSTRY the total production amount of ..... tons from the cultivation on the area above mentioned, as per terms and conditions of this agreement.

2. The PRODUCER is committed to abide to the following plantation schedule:

- Plantation: from April 10<sup>th</sup> to 20<sup>th</sup>, ..... - ....ha; and  
from April 20<sup>th</sup> to 30<sup>th</sup>, ..... - ..... ha.

Paragraph 1<sup>st</sup>: If the schedule above is not followed, the PRODUCER shall be allowed to plant only by following a new schedule approved by the INDUSTRY.

Paragraph 2<sup>nd</sup>: If the requirements above are met, the INDUSTRY commits to acquire all the production originated within the referred area; otherwise, the INDUSTRY will have free discretion about purchasing or not.

3. The tomato variety to be cultivated is ....., within the whole area agreed.

4. The INDUSTRY is committed to purchase the entire production originated under this contract, as long as the PRODUCER complies with the other items presented herein, for a price of R\$ ..... per ton.

Paragraph 1<sup>st</sup>: The payments may be made through promissory notes issued by the INDUSTRY to be expired up to 60 (sixty) days after the date of emission, provided that the INDUSTRY assumes responsibility for banking interests and expenses.

Paragraph 2<sup>nd</sup>: The PRODUCER is responsible for arranging the transportation of the production to the INDUSTRY, which shall pay for the freight.

5. The PRODUCER commits to deliver a ripe, sane and good quality product to the INDUSTRY.

Sole paragraph: In case the PRODUCER does not meet the requirements above mentioned, the product will be considered not in conformity with the specifications; in this case, the INDUSTRY will impose penalties for variable losses, at its discretion.

6. The INDUSTRY has the right of free access to the tomato cropping fields, in order to provide technical assistance and verify whether the cropping area, the variety being cultivated and the plantation schedule correspond to the clauses established herein. The INDUSTRY is allowed to contract special services provided by other companies, which shall have the power to provide technical assistance and supervise the PRODUCER's contractual obligations.

7. Any other tomato growing operations under the PRODUCER's name or associated with him or her will only be allowed if the production is destined to the INDUSTRY. Moreover, the PRODUCER is forbidden to sell the production from other farmers under his or her name, making reference to the present agreement.

8. It is stipulated a penalty of R\$ ..... per hectare to the party that violates any of the clauses of this agreement.

Being in agreement, the parties sign two copies, with the same contents, of the present contract, in the presence of the witnesses indicated below:

.....,

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

INDUSTRY

\_\_\_\_\_

\_\_\_\_\_

PRODUCER