

PURCHASE AGREEMENT OF FRUITS AND VEGETABLES

REPUBLIC OF CAPE VERDE

This agreement is made on this.....day of.....at (place).....

BETWEEN

....., located at
(address)....., telephone....., with ID
card No....., represented by.....

hereafter called **"SELLER"**, of the one part

AND

....., located at
(address)....., telephone....., with ID
card No....., represented by.....

hereafter called **"BUYER"**, of the other part

WHEREAS the seller has offered to supply the buyer and the buyer has agreed to purchase
(product).....from the seller on a regular basis, according to the following terms
and conditions

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. **Obligations of the seller.** The seller agrees to supply.....kg of (product)..... to the buyer compliant with the quality requirements set by the buyer indicated in the Annex of this agreement. The delivery of the products shall take place on a constant weekly basis, precisely every Friday of the week at.....(place indicated by the parties).

2. **Obligations of the buyer.** The buyer commits to pay the seller the sum of.....per kg of the agreed quality (product)..... by (cash/cheque/bank transfer)..... as the more practiced method of payment used in the country. This sum may vary depending to the quality of the (product).....and the grade specification set by the buyer showed in the Annex of this agreement. The parties agree to renegotiate the price if the market price at timing of delivery exceeds a range of 10% compared to the contracted price.

3. **Force majeure.** In case where unforeseen situations such as hail, drought, excessive rain, war, fire, civil unrest, and any other reasonable cause, which is beyond the parties control (the so-called “force majeure” cause) arise affecting the correct execution of this agreement, neither party shall be considered liable of non performance, losses and damages occurred.

4. **Duration.** This agreement shall have duration of.....years, beginning on date.....and ending on date.....

5. **Termination.** The parties may terminate this agreement giving a prior notice of 30 days under the following circumstances:
 - a. Failure of the buyer to pay the price or breach of any other term of the agreement. In this case, the buyer shall compensate for damages occurred from this non performance the seller.

 - b. Failure of the seller to supply the agreed products or breach of any other term of the agreement. In this case, the seller shall compensate for damages occurred from this non performance the buyer.

 - c. Occurrence of a “force majeure” situation, according to clause 4 that prevent the parties from continuing the fulfillment of the agreement.

6. **Dispute resolution.** Any conflict arising from this agreement shall first be resolved amicably between the parties and if they fail, it will be referred to a mediator to be agreed by the parties among a Community Leader, a Village Elder, a Representative of a Trade Association, or any other trusted person.

7. **Law applicable.** This agreement shall be governed by the laws of the Republic of Cape Verde.

Date, Place _____

The seller _____

The buyer _____

Witnesses _____

ANNEX

QUALITY SPECIFICATIONS

Color	
Size	
Weight	
Degree of maturity	

External defects:

Internal defects:

Total external defects shall be less than.....

Total internal defects shall be less than.....

GRADE SPECIFICATIONS

GRADE	SPECIFICATIONS	PRICE
Grade I		
Grade II		
Grade III		
Grade IV		
Grade V		
Grade VI		
Grade VII		