

# SALES AGREEMENT

This Sales Agreement ("Agreement") is made and entered into effective as of September 10, 2024, by and between Green Farms Co., hereinafter referred to as the "Seller", and FreshMart Supermarkets, hereinafter referred to as the "Buyer".

## 1. SALE OF GOODS

The Seller agrees to sell, and the Buyer agrees to purchase, the following goods under the terms and conditions set forth in this Agreement:

- **Product:** Organic Apples
- **Quantity:** 10,000 pounds per month
- **Price:** \$1.20 per pound

## 2. DELIVERY TERMS

The delivery of the goods shall be made in accordance with the following terms:

- **Delivery Method:** FOB Shipping Point
- The Buyer shall be responsible for shipping costs and bears risk of loss or damage to the goods upon delivery at the shipping point.
- Deliveries shall be made monthly as agreed upon by both parties.

## 3. PAYMENT TERMS

The Buyer agrees to pay the Seller as follows:

- **Payment Terms:** Net 30 days from date of invoice.
- Invoices will be issued by the Seller upon shipment of the goods.
- **Late Fee:** Any payments not received within the specified payment term shall incur a late fee of 1.5% per month on the outstanding balance.

## 4. INSPECTION AND ACCEPTANCE

The Buyer shall inspect the delivered goods within 48 hours of receipt and notify the Seller promptly of any defects or non-conformities as specified below:

- Grounds for rejection include but are not limited to: pest damage or if more than 5% of the shipment is rotten.
- If the Buyer fails to notify the Seller within the 48-hour acceptance period, the goods shall be deemed accepted.

## 5. WARRANTIES AND REPRESENTATIONS

The Seller represents and warrants that:

- The goods shall conform to the specifications and quality standards generally accepted in the organic produce industry.
- The goods shall be free from any liens or encumbrances at the time of delivery.

The Buyer acknowledges that it has had the opportunity to inspect the goods prior to purchase and accepts them subject to the inspection terms herein.

## 6. TERM AND TERMINATION

This Agreement shall commence on the effective date and continue on a monthly basis until terminated by either party upon thirty (30) days written notice. Either party may terminate this Agreement if the other party breaches any material terms and fails to cure such breach within fifteen (15) days of receipt of notice.

## 7. MISCELLANEOUS

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the Seller is located.
- **Force Majeure:** Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements regarding the subject matter.

- **Amendments:** Any modifications to this Agreement shall be made in writing and signed by both parties.

## 8. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Sales Agreement as of the date first written above.

Seller:	Green Farms Co.
Authorized Representative:	_____
Date:	September 10, 2024

Buyer:	FreshMart Supermarkets
Authorized Representative:	_____
Date:	September 10, 2024