

## INPUTS SUPPLIED CONTRACT 2023/2024

1 SELLER'S NAME: (State whether Company, Individual, Partnership, Association)

CROP CRAFT AGRO SOLUTIONS

Represented by: CHRISTIAN F. BOTHA

I.D.No: 38-05646 WOO

2 SELLER'S PHYSICAL ADDRESS:

34 NEWTON SPICER

HIGHLANDS HARARE

SELLER'S POSTAL ADDRESS:

AS ABOVE

TELEPHONE NO: \_\_\_\_\_

CELL NO: 0772 125 420

3 BUYER'S NAME:

SEMEGAL INVESTMENTS (PVT) LTD

Represented by:

ROY ORMEROD

4 BUYER'S PHYSICAL ADDRESS:

16 WOOD LANE

BORROWDALE

HARARE

BUYER'S POSTAL ADDRESS:

P.O. BOX CH122, CHISIPITE, HARARE

TELEPHONE NO:

0242 884 515 / 0772 249 484

5 COMMODITY:

MAIZE + SOYA BEANS  
420

6 QUANTITY IN TONNES:

MAIZE 6000 + ~~420~~ TONS

7 INPUTS:

FERTILIZER + CHEMICALS + DIESEL

The Seller acknowledges that the Buyer has made available inputs for the sum of USD 30 000 - 00, \_\_\_\_\_ which indebtedness will be settled from the proceeds of the sale of the commodity. Any additional uncontracted crop produced will be offered to the buyer for purchase on a first-right-of-refusal basis.

The Seller warrants and undertakes that it shall efficiently grow, reap, harvest and supply the commodity agreed upon under this agreement. In the event that the grower fails to supply the minimum quantity of the commodity required to repay the said sum, then the Seller is indebted to the Buyer for the said sum until repayment is made in full.

7.1 Any default in the repayment of the inputs supplied by the Buyer will be charged at the minimum lending rate charged by NEDBANK backdated to the 1<sup>st</sup> day of the month of which the inputs were supplied.

## **8 DELIVERY OF THE CROP**

8.1 Notwithstanding clause 6, the Seller undertakes to deliver in its entirety, the quantity of crop as agreed in clause 6 and shall under no circumstances whatsoever seek or attempt to sell or dispose of the whole or any portion of the crop to any other person.

## **9 QUALITY SPECIFICATION: SEE ATTACHED ANNEXTURE ONE**

## **10 PRICE**

10.1 The price payable for the commodity will be per the prevailing market price @ the time of delivery.

**11 DELIVERY: Period:** APR - JUNE 2024 .  
**Place:** TBA  
**Conveyance:** At seller's Cost  
**Packaging:** Bulk/ bags seller's option

**12 REQUIRED CERTIFICATES/DOCUMENTS:** A delivery note from Semegal investments (Pvt) Ltd, a buyer's depot Grain Receipt Voucher and a weighbridge certificate shall be required.

## **13 PAYMENT TERMS:**

13.1 Upfront as per clause 7, any excess commodity delivered in addition to the quantity owed as per clause 7 will be paid by the Buyer to the Seller within 7 days from presentation of completed delivery documentation. Payment shall be based on the net weight as shown on the buyers' designated depot certified weighbridge certificates adjusted for quality specification.

- 14 **INSPECTION:** Will be carried out on each load by the relevant Buyer's Depot personnel. Should the product fail to make the quality specification grade then the load will be rejected at seller's cost.
- 15 **RISK:** Transfers to the Buyer on acceptance of the commodity at the buyer's weighbridge.
- 16 **FORCE MAJEURE:** Whereas it is the responsibility of both the Buyer and Seller to abide by the terms and conditions of this Contract, neither party can be held liable by the other for nonperformance due to act of God, strike, civil disturbance, government action or intervention or any other cause comprehended by the term *force majeure*.
- 17 **WARRANTIES:** The parties acknowledge themselves to be bound by all the terms and conditions of this contract, which shall, unless otherwise stated, be determined in accordance with the laws of Zimbabwe. The parties further acknowledge and warrant that the terms and conditions contained herein constitute the whole agreement between them and that no other representation, terms or conditions shall be binding unless committed to writing and signed by both parties.
- 18 **ARBITRATION:** The Seller and Buyer agree to submit any dispute between them to arbitration by a mutually accepted arbitrator, and, failing agreement thereon, to be appointed by the Commercial Arbitration Centre in Harare, whose recommended rules of procedure shall be adopted. Both parties will accept the decision of the arbitrator as binding and enforceable.
- 19 **SURETYSHIP:** This agreement is subject to the condition that CHRISTIAAN F. BOTHA ..... (full name(s) of surety (or sureties) and co-principal debtor(s)) shall sign and stand as surety(ies) and co-principal debtors and be bound to the Financier in terms of the suretyship agreement annexed to this agreement as surety and co-principal debtor (s) (or jointly and severally) for all the obligations of the Seller to the Financier under this agreement as well as those arising in consequence of any termination thereof.
- 20 **DEFAULT:** In the event of the Seller is in default of any provision of this agreement and failing to remedy the same within a period of **30 Days** of being notified by the Financier in writing of such default, the Financier shall have the right without notice to claim and recover the Capital sum together with interest thereon or the balance thereof then outstanding and to that end institute legal proceedings against the Seller.
- 21 **SECURITY:** As security for its indebtedness to the Financier, the Seller agrees to pledge to the Financier all movable property belonging to the Seller and to deliver the same to the Financier or its duly appointed agent, hereby irrevocably authorizing the Financier to sell the same to any third party to best advantage and to retain the proceeds of such sale in reduction of the Seller's indebtedness to the Financier
- 22 **NON-WAIVER:** The Financier may, without waiving its rights hereunder, grant an extension of time or other indulgence to the Seller or release the whole or any portion of the security or release any co-principal debtor and surety.
- 23 **VARIATION:** No variation of the terms and/or conditions of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

**24 ENTIRE AGREEMENT:** The Debtor hereby acknowledges that this constitutes the entire agreement between the parties and no other stipulations, warranties or representations whatsoever have been made by the parties or their agents other than such as are included herein and signed by the parties hereto.

THUS, AGREED TO AT.....HARARE THIS 13<sup>TH</sup> DAY OF OCT 2023

**FOR THE SELLER:**

NAME: CHRISTIAN F. BOTHA

ADDRESS: 34 NEWTON SPICE, HEMMINGS

SIGNATURE: 

**FOR THE CONTRACTOR :**

NAME: SEMEGAL INVESTMENTS (PVT) LTD

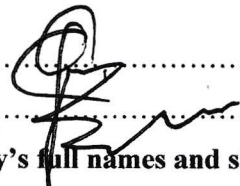
ADDRESS: 16 WOOD LANE, BORROWDALE, HARARE

SIGNATURE 

**AS WITNESSES:**

1. 

2. ....

.....  
  
 .....  
 Surety's full names and signature