

# **SUPPLIER AGREEMENT**

entered into between

**GREEN ACRES FARM (PTY) LTD**  
(hereinafter referred to as the "Supplier")

and

---

(hereinafter referred to as the "Client")

**(hereinafter collectively referred to as "the Parties")**

## 1. PARTIES

1.1. The Parties to this Agreement are:-

1.1.1. Green Acres Farm with registration number 2012/074741/07 herein represented by Ryan Geere in his capacity as Manager of Green Acres Farm duly authorised hereto; and

1.1.2. **The Client** \_\_\_\_\_ with registration number \_\_\_\_\_ herein represented by \_\_\_\_\_ in his/her capacity as Director of the Company duly authorised hereto.

## 2. INTRODUCTON

2.1. Green Acres Farm works closely with organic consumers to supply high quality, fresh and organic products (the Products”) are delivered to its customers on a regular basis.

2.2. The Supplier confirms that it is experienced in matters pertaining to the Products and can supply the Products on the required specifications, schedule and timeframes.

2.3. The Supplier and the Client now formalises their relationship by entering into this Agreement.

## 3. DURATION

3.1. This Agreement shall be deemed to have commenced on Signature Date and shall continue indefinitely until either Party terminates this Agreement upon 14 days written notice to the other party.

3.2. Outstanding payments remain payable upon termination.

## 4. SUPPLY

4.1. The **Client** shall complete and return the **Client** information form attached hereto marker Annexure A.

4.2. The Supplier hereby agrees and undertakes to supply the Products on the terms and conditions set out herein:

4.2.1. All produce are certified organic or grown according to organic farming principles. Certification documents will be provided upon request.

4.2.2. Only fresh, high-quality produce free of pests, disease, damage, or spoilage will be delivered.

4.2.3. Orders must be placed in advance via agreed communication channels. Once confirmed, orders are regarded as final unless otherwise agreed in writing.

4.2.4. All produce will:

4.2.4.1. Meet the agreed purchase order specifications (type, quantity and size).

4.2.4.2. Be sorted, and presented in a clean, market-ready state.

4.2.5. Packaging will:

4.2.5.1. Match the purchase order instructions (e.g., loose/bunched, labelled, by weight or count).

## **5. DELIVERY**

5.1. Deliveries are to be made to the client's designated location on the agreed delivery day.

5.2. The Supplier will not be liable for delays or failure to supply due to circumstances beyond reasonable control, including extreme weather, power outages, pest outbreaks, or other agricultural disruptions.

5.3. Goods must be inspected upon delivery or collection.

5.4. Any concerns must be raised within 24 hours of delivery.

5.5. Risk transfers to the Client once goods are delivered or collected

## **6. QUALITY ASSURANCE & RETURNS**

6.1. Produce is harvested, handled, and packed in accordance with responsible food safety and hygiene standards

6.2. Due to the perishable nature of fresh produce, returns are generally not accepted. Where produce is unfit for consumption at delivery, the Supplier may replace the goods or issue a credit at its discretion.

6.3. All costs for return of rejected produce at delivery will be borne by the Supplier.

6.4. Minor cosmetic imperfections do not constitute quality defects

## **7. PRICING & PAYMENT**

7.1. Pricing is agreed in advance per product per order and will remain stable for the agreed period unless otherwise negotiated.

- 7.2. Prices may be reviewed periodically with reasonable notice.
- 7.3. Payment terms are 10 days from date of invoice, pending inspection and approval of delivery.
- 7.4. Late payment may result in delayed or suspended supply.
- 7.5. The Supplier reserves the right to request advance payment where appropriate
- 7.6. Invoices must include:
  - 7.6.1. PO number
  - 7.6.2. Date of delivery
  - 7.6.3. Breakdown of products and quantities

8. **COMPLIANCE & TRACEABILITY**

- 8.1. Green Acres Farm complies with local food safety regulations, hygiene standards, and organic certification rules.
- 8.2. The **Client** may conduct farm visits or audits with reasonable notice to ensure compliance.
- 8.3. Suppliers must maintain production and harvest records for at least 12 months for traceability.
- 8.4. The Client must acknowledge that sustainable farming practices may affect volumes, timing and consistency of supply

9. **TERMINATION & DISPUTE RESOLUTION**

- 9.1. Either Party may terminate this agreement with 14 days written notice.
- 9.2. Any disputes shall be resolved through amicable discussion, failing which it will be referred to an independent mediator agreed upon by both Parties.
- 9.3. Outstanding payments remain payable upon termination.

10. **MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS**

- 10.1. Either Party shall not make any public announcement or media statement or social media posts about any of the provisions of this Agreement without having obtained the prior written consent of the other Party to the announcement or statement and to its content.

11. **GOOD FAITH, CONFLICT OF INTEREST**

- 11.1. The Parties agree that in their dealings with each other in the implementation of this Agreement, they undertake to observe the utmost good faith and to give full effect to the intent and purpose of this Agreement, and neither to do anything nor refrain from doing anything which might prejudice or detract from the rights, property assets or interests of the others in terms of this Agreement, and undertake that, with effect from the date of signature hereof, they shall not negotiate with any other party in such a way that the objectives of this Agreement are effectively frustrated and shall use their best endeavours to ensure that this Agreement remains of full force and effect and does not lapse and fall away.
- 11.2. Each Party undertakes at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and taking of all such steps as may be open to them and

necessary for or incidental to putting into effect and maintaining the provisions of this Agreement.

- 11.3. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employer/employee relationship between the Parties and, save as expressly provided otherwise in terms of this Agreement, no Party shall have any authority to incur any liability on behalf of any other or to pledge the credit of the other Party.

## 12. **BREACH**

- 12.1. Each Party shall have the right to terminate this Agreement by written notice to the other if any one or more of the following events occur with respect to the other Party (the *Defaulting Party*):

12.1.1. the Defaulting Party is in breach of any of its obligations in terms of this agreement, and in the case of a remediable breach, fails to remedy that breach within 5 (five) days of receipt of a notice requiring that the breach be remedied;

12.1.2. the Defaulting Party commits an act of insolvency, is placed under judicial management, or is wound-up (whether provisionally or finally);

12.1.3. the Defaulting Party compromises with any of its creditors or endeavours or attempts to do so;

12.1.4. the Defaulting Party has made any incorrect or untrue statement or representation in connection with this Agreement, or its financial affairs, or any particulars thereof; or

12.1.5. the Defaulting Party ceases or threatens to cease to carry on business or suspends payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due.

- 12.2. Specifically in terms of this Agreement Breach shall include but not be limited to the following:

12.2.1. Failure to comply with the terms as set out in clauses 4 and 6 hereto

- 12.3. Termination of this Agreement pursuant to this clause 12 shall be without prejudice to the rights of either Party arising in respect of any breach of this Agreement at any time prior to termination, to either claim specific performance of the terms of this Agreement, or to cancel this agreement forthwith and claim and recover damages from the Defaulting Party.

### 13. DOMICILA AND NOTICES

13.1. Any notices to be given to the Parties in terms of this Agreement shall be in writing and delivered by hand during ordinary business hours, dispatched by telefax during normal business hours or sent by pre-paid registered mail to the addresses mentioned hereunder, which respective addresses the Parties choose as their *domicilia citandi et executandi* for the delivery or service of all notices, communications or legal processes arising out of this Agreement:

13.1.1. **Client**

E-mail: \_\_\_\_\_

13.1.2. **Supplier**

E-mail: \_\_\_\_\_

13.2. Every notice shall be deemed to have been properly given, in the absence of proof to the contrary:

13.2.1. If delivered by hand, on the business day following the day of delivery;

13.2.2. If sent to a party at its e-mail address on the business day following the day of transmission; and

13.2.3. If sent by pre-paid registered mail, it shall have been received 5 (five) days after it is mailed.

13.3. The Parties shall be entitled to change the addresses referred to in this clause from time to time provided that any address selected by either Party shall be situated in the Republic of South Africa and any such change shall only be effective after 14 (fourteen) days of the giving of written notice to the other Party of such change.

### 14. GOVERNING LAW AND JURISDICTION

14.1. This Agreement shall in all respects be governed by and construed in accordance with the law of the Republic of South Africa, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

14.2. Each of the Parties hereby consents and submits to the non-exclusive jurisdiction of the Local Division of the High Court of South Africa for the purposes of all or any legal proceedings arising from or concerning this Agreement.

14.3. Nothing in this Agreement shall prevent any Party from seeking relief on an urgent or interlocutory basis from any High Court of South Africa with jurisdiction.

**15. GENERAL**

15.1. This Agreement constitutes the entire agreement between the Parties, and supercedes all previous agreements entered into between the Parties. No representation by either of the Parties or their agents, whether made prior or subsequent to the signing of the Agreement, shall be binding on either of the Parties unless in writing and signed by both the Parties hereto.

15.2. No indulgence, extension of time, relaxation or latitude which any Party ("the grantor") may show, grant or allow to another ("the grantee") shall constitute a novation or waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

15.3. No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

15.4. Each Party warrants to the other Party that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its members and management and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

15.5. Each of the provisions of this Agreement shall be considered as separate terms and conditions and in the event that this Agreement is affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not a part hereof.

15.6. The Parties record that they consider that the terms of this Agreement are fair and reasonable.

**16. COUNTERPARTS**

16.1. This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_

**WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
for and on behalf of **Green Acres  
Farm (Pty) Ltd**  
Capacity: Manager  
Who warrants his authority hereto

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_

**WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Supplier**  
Name: Ryan Geere  
Who warrants his authority hereto

**Annexure A**

**SUPPLIER CREDIT APPLICATION**

**Business Name:** \_\_\_\_\_

**Trading Name (if different):** \_\_\_\_\_

**Registration Number:** \_\_\_\_\_

**VAT Number (if applicable):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_

**Bank Account Number:** \_\_\_\_\_

**Branch Code:** \_\_\_\_\_

*The Client agrees that all information provided is true and accurate.*