

Commercial Contract

AGREEMENT FOR SALE/PURCHASE OF HORTICULTURE PRODUCE



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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January 2013

13. AGREEMENT FOR SALE/PURCHASE OF HORTICULTURE PRODUCE

THIS AGREEMENT FOR SALE /PURCHASE OF HORTICULTURE PRODUCE (hereinafter referred to as the "Agreement") is made at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

OR

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Seller", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents)

AND

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

OR

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Buyer", which expression shall, wherever the context so provides, include its successors, assigns, nominees and agents).

(The Buyer and the Seller are hereinafter collectively referred to as the "Parties", and individually as the "Party".)

WHEREAS the Seller is a wholesale trader of fresh flowers.

AND WHEREAS the Buyer is an event manager and has entered into a contract with a third party for the management and decoration of an event to be held on [insert date].

AND WHEREAS the Buyer, for the decoration of the venue of the event, needs to purchase specific flowers.

AND WHEREAS the Buyer intends to enter into an agreement with the Seller for the purchase of fresh flowers (hereinafter referred to as the "Flowers", and more particularly described in Clause 2 of this Agreement).

NOW THEREFORE the Parties have entered into this Agreement for the Sale/Purchase of the Flowers on the following terms and conditions:

1. TERM AND SCOPE OF CONTRACT

This Agreement shall come into effect on the date of execution of the Agreement, and shall expire on [insert date] upon the delivery of the Flowers to the Buyer at [insert address].

2. FLOWERS

(1)The Seller shall provide the Buyer with the following Flowers, in the stated colors and quantities, at [insert address] on [insert date], no later that [insert time]:

- | | | | |
|------|-----------------------------|----------------|-------------------|
| i. | [insert name of the flower] | [insert color] | [insert quantity] |
| ii. | [insert name of the flower] | [insert color] | [insert quantity] |
| iii. | [insert name of the flower] | [insert color] | [insert quantity] |

3. SAMPLE/SPECIFICATIONS/DESCRIPTION

The failure of the Seller to ensure the correspondence of the Flowers with the sample/specification/description shall give the right to the Buyer to return the Flowers which do not correspond with the description provided by the Buyer to the Seller at the time of placing of the order.

4. PRICE

(1)The Prices of the Flowers shall be as follows:

- | | | |
|------|-----------------------------|---------------------------|
| i. | [insert name of the flower] | [insert price per flower] |
| ii. | [insert name of the flower] | [insert price per flower] |
| iii. | [insert name of the flower] | [insert price per flower] |

(2)The Prices shall be inclusive of the delivery charges with respect to the Flowers.

5. PAYMENT

The Price shall be payable by the Buyer to the Seller at the time of delivery of the Flowers to the Buyer by the Seller at [insert address].

6. DELIVERY OF FLOWERS

The Seller shall be responsible for the delivery of the Flowers from the place of business of the Seller to [insert address] on [insert time], at or before [insert time], and the cost of such delivery shall be borne by the Seller, exclusively.

7. RECEIPT CONSTRUED AS DELIVERY

The Flowers shall be deemed to have been received by the Buyer upon the delivery of the Flowers at the [insert address] on [insert date].

8. RISK OF LOSS

The risk of loss or damage to the Flowers, arising out of any casualty, regardless of the cause, shall be on the Seller until the time that the Flowers have been delivered to the Buyer, after which the risk shall transfer to the Buyer.

9. RIGHT OF INSPECTION

The Buyer shall have the right to inspect the Flowers at the time of delivery of the Flowers at [insert place]. In case of any defect in the Flowers, or the failure of any Flowers to conform to the specifications/descriptions of the Buyer, the Buyer shall notify the Seller within [insert number] hours of the delivery time, upon which the Seller shall be liable to replace such Flowers, or else, at the sole option of the Buyer shall refund the Price against the returned Flowers, along with [insert percentage]% of the price of the returned Flowers as liquidated damages

10. GOVERNING LAW AND RULES OF CONSTRUCTION

(1)The validity, interpretation, and the performance of this Agreement shall be governed by the laws of [insert place].

(2)If any term or provision of this Agreement is determined to be invalid, it shall not affect the validity and enforcement of the remaining terms and provisions of the

Agreement.

(3) This Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, representatives, and heirs of the Parties herein.

11. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

12. FORCE MAJEURE

(1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.

(2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.

(3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.

(4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

13. AMENDMENTS

This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

14. NONWAIVER

The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day, month and year mentioned hereinabove.

**For and on behalf of
The Buyer**

WITNESS NO. 1

Signature: _____

Name: _____

Designation: _____

Date: _____

**For and on behalf of
The Seller**

WITNESS NO. 2

Signature: _____

Name: _____

Designation: _____

Date: _____