

To inform the client of the particulars of the shipment of the Fresh Produce at least forty eight (48)hours before arrival to enable the client clear all the necessary formalities.

Compensate the client with any additional Fresh Produce, Free of Charge should the client report any damaged Fresh Produce within twenty four (24) hours of receipt of the shipment.

THE CLIENT COVENANTS:

To establish a confirmed revolving letter of credit in respect to the purchase of the Fresh produce.

To pay for all Freight charges and any other incidental charges in respect of the Fresh Produce.

To take out and maintain at its expense an Insurance Policy pertaining to the Fresh Produce.

THE AGREEMENT FURTHER WITNESSETH:

THAT this Agreement is valid for a period of one year commencing from the date of signing this Agreement with an option of renewal.

THAT the Exporter shall send free samples of vegetables to the client for marketing and distribution to enable them study the viability of exporting vegetables to the Republic of Yemen.

THAT if during the continuance of this Agreement or at any time thereafter, any dispute or difference or question, shall be referred (pursuant to the Arbitration Act Chapter 49 of Laws of Kenya) to a sole arbitrator to be agreed upon by the parties and failing Agreement to be appointed at the request of either the Exporter or the Client by the chairman or vice chairman of the Chartered Institute of Arbitrators (Kenya Branch).

THE EXPORTER AND THE CLIENT FURTHER COVENANTS:

Neither party will be liable to the other for any delay or failure by a party to perform its obligations under this Agreement or otherwise or constitute a breach of any provisions of this Agreement, if such delay or failure arises from any cause beyond the reasonable control of such party.

THE SCHEDULE HEREINBEFORE REFERRED TO:

<u>FRESH PRODUCE</u>	<u>PRICE PER CARTON</u>
	<u>(US DOLLARS \$)</u>
1. STRAWBERRIES	22
2. PINEAPPLES	18

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year hereinabove written.

SIGNED ON BEHALF OF:)
UNITED FOOD AND LIVESTOCK)
COMPANY LIMITED BY:)
JAMAL MUBARACK in)
the Presence of:)

)
)
)
ADVOCATE)

SIGNED ON BEHALF OF)
AL-REHAB COMPANY LIMITED)
BY: ABDULSALAM AL-AZAZ)
in the Presence of:)

)
)
)
ADVOCATE)

DRAWN BY:

SWALEH KANYEKI & COMPANY
ADVOCATES,
HAZINA TOWERS (8TH FLOOR),
MONROVIA STREET,
P. O. BOX 48824,
NAIROBI.