



Fresh Farms

Dairy Cooperative Since 1978

Contract #: FF-SB-2024-073

Revision: 1.0

CONFIDENTIAL

ORIGINAL

## DAIRY SUPPLY AGREEMENT

Commercial - Confidential

This AGREEMENT is made on this 15th day of December, 2024

### SUPPLIER

**Fresh Farms Dairy Cooperative**

("Supplier")

789 Pasture Lane

Petaluma, CA 94952

License: CA-DAIRY-78923

Tax ID: 45-8761290

### BUYER

**Sunshine Bakery LLC**

("Buyer")

567 Main Street

San Francisco, CA 94110

License: SF-FOOD-45871

Tax ID: 98-7654321

WHEREBY:

### ARTICLE 1: PRODUCTS

Supplier shall provide the following products:

Product Code	Product Description	Unit Size	Price (USD)	Origin
BU-US-AA	Butter, Unsalted, Grade AA	1 lb	\$4.85	California
BU-SL-AA	Butter, Salted, Grade AA	1 lb	\$4.75	California

Product Code	Product Description	Unit Size	Price (USD)	Origin
HVC-40	Heavy Cream (40%)	1 quart	\$3.95	California
WM-GAL	Whole Milk	1 gallon	\$3.25	California
BTM-QT	Buttermilk	1 quart	\$3.65	California
CRM-CHS	Cream Cheese	1 lb	\$2.95	California

## ARTICLE 2: ORDERING

- 2.1 Orders must be placed by 2:00 PM for next-day delivery.
- 2.2 Minimum order quantity is \$200 per delivery.
- 2.3 Orders may be placed via the online ordering system, email, or telephone.
- 2.4 Order confirmation will be provided within 2 hours of order placement during normal business hours.

## ARTICLE 3: DELIVERY

- 3.1 Deliveries shall be made Monday, Wednesday, and Friday between 5:00 AM and 7:00 AM.
- 3.2 Products must be maintained at appropriate temperatures during transport.
- 3.3 Buyer shall provide access to delivery point and inspect products immediately upon receipt.
- 3.4 Delivery address: 567 Main Street, San Francisco, CA 94110, loading dock entrance.
- 3.5 Delivery confirmation shall be signed by authorized personnel only.

## ARTICLE 4: PAYMENT

- 4.1 Payment terms are Net 15 days from delivery.
- 4.2 Late payments subject to 1.5% interest per month.
- 4.3 Recurring late payments may result in modified payment terms requiring advance payment.
- 4.4 Payments shall be made by check, ACH transfer, or other methods approved by the Supplier.
- 4.5 Invoice disputes must be submitted in writing within 7 days of receipt.

## ARTICLE 5: QUALITY & RETURNS

- 5.1 All products guaranteed fresh upon delivery.
- 5.2 Any quality issues must be reported within 24 hours.
- 5.3 Credit for defective products issued within 7 business days.
- 5.4 Products must be stored at appropriate temperatures by Buyer upon receipt.
- 5.5 Supplier reserves the right to inspect returned products before issuing credit.

## ARTICLE 6: CONTRACT PERIOD

This agreement commences on January 1, 2025 and continues through December 31, 2025, with automatic renewal for additional one-year periods unless terminated.

- 6.1 Either party may terminate this agreement with 30 days written notice.
- 6.2 Termination notice must be provided in writing via certified mail.
- 6.3 All outstanding invoices remain due regardless of termination.

## ARTICLE 7: PRICE ADJUSTMENTS

Supplier reserves the right to adjust prices quarterly with 15 days advance notice, based on market conditions.

- 7.1 Price adjustments shall be communicated in writing with justification.

7.2 Buyer has the right to terminate this agreement if price increases exceed 10% in any calendar year.

7.3 Seasonal promotional pricing may be offered at Supplier's discretion.

**FOR SUPPLIER:**

Fresh Farms Dairy Cooperative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR BUYER:**

Sunshine Bakery LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SEAL**

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