

## Sample Contract

**(This sample contract is for informational purposes only. Please consult with your own legal counsel to determine the terms that best reflect your circumstances and any laws of the state in which you do business.)**

Gin Sales Contract Confirmation  
Your Company  
Address  
City, State and Zip  
Phone Number

Buyer Information  
Company Name  
Address  
City, State and Zip  
Phone Number

1) Contract#: \_\_\_\_\_

2) Commodity: Whole Cottonseed

3) Quality: Prime Feed Grade Cottonseed as described in Article 2, rule F-4 of the NCPA Trading Rules, or Basis Grade Cottonseed as defined in rule 115 of the NCPA Trading Rules.

4) Quantity: \_\_\_\_\_ tons (short tons), or \_\_\_\_\_ truckloads at approximately 25 tons per load, or railcars at 95 tons per car, or 20 cars at approximately 1,900 tons.

5) Shipment Period: \_\_\_\_\_ (October, November, December "As ginned, As Available Evenly Scattered")

6) Price: \$ \_\_\_\_\_ per ton (short ton)

7) Delivered: (City, State) or F.O.B. (City, State)

8) Weights: (Origin, Destination, or other agreed location)

9) Payment Terms: Net 30 on receipt of invoice

10) NCPA Trade Rules Apply (unless otherwise stated and agreed by both parties)

11) Dispute Resolution: Disputes to be resolved by arbitration either under NCPA rules or Both buyer and seller agree to third party arbitration.

12) Force Majeure: NCPA trade rules apply, except in the event and to the extent that performance by SELLER has been obstructed in a county where a disaster declaration has been issued by a federal or state authority, and such disaster has rendered performance by SELLER commercially impracticable or impossible for at least 15 consecutive calendar days, in which event SELLER may cancel this contract without penalty, with any payments already submitted by BUYER to be refunded with respect to the portion of cottonseed that the SELLER is not able to deliver.

13) Additional terms and conditions: \_\_\_\_\_

14) This is a confirmation of the verbal agreement between our two companies. If the above is not in accordance with your understanding, notify us within 10 days of receipt by letter, wire, or email. Failure to do so constitutes your acceptance of this contract as written. This confirmation incorporates all prior agreements of the parties and is the exclusive understanding of all parties to the agreement.

SELLER (Gin Name)

Signature: \_\_\_\_\_

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

BUYER (Company Name)

\_\_\_\_\_

\_\_\_\_\_