

Macadamia Nut Shell Biochar Supply Commitment

This is our supply agreement with AgenergyHawaii LLC, written plainly. You commit to buying a set amount of macadamia nut shell biochar each year; we commit to producing it and holding it for you. Read it, fill in the blanks on page 3, and sign. If anything here doesn't fit your operation, call us — we'd rather adjust it than lose you.

The deal at a glance

Product	Macadamia nut shell biochar, produced on-island from local mac nut shell residue.
Price	\$650 per metric tonne , picked up at our yard. One metric tonne = 2,205 lbs. Price holds for the full term unless we both agree in writing to change it.
How much	You tell us — fill in your yearly tonnage on page 3. There is no minimum farm size, and neighbors can pool one order.
Term	3 years from your start date. After that it keeps going only if we both want it to.
Payment	We invoice when your biochar is ready. Payment due within 30 days . Late balances carry 8% per year (or the legal maximum, if lower).
Pickup	You (or your hauler) pick up from our yard. We load it and weigh it; you cover the trucking.
Exclusivity	None. You are free to buy biochar or soil amendments from anyone else, and we may sell to others.

What you commit to

- Buy the yearly tonnage you write on page 3, at \$650 per metric tonne.
- Pick up each batch within 30 days of us telling you it's ready.
- Pay each invoice within 30 days.
- Use the biochar on your own operation or resell it as a soil amendment — that's it, no other restrictions.

What we commit to

- Produce biochar that meets the specs on page 2, batch after batch.
- Tell you as soon as your batch is ready, and hold it free for 30 days.
- Weigh every load on a certified, calibrated scale and hand you a weigh ticket showing the date, truck, and net weight.
- Take back and replace any load that doesn't meet spec, at our cost.
- Give you test results for your batch whenever you ask.

Quality specifications

Every batch we deliver meets the following. You may test any load yourself, any time, at your expense.

Item	What you get
Feedstock	100% macadamia nut shell (Hawaii-grown)
Carbon content	Minimum 75% fixed carbon
Moisture	30% or less by weight
Organic matter	Up to 40%
Ash	10% or less
pH	Between 7.5 and 10.0
Particle size	1.65 mm (10-12 mesh)
Contaminants	No treated wood, paints, plastics, or chemical additives
Packaging	Bulk, or in totes / super sacks if you ask

The fine print, plainly

If a load is off-spec. Check your load. If it doesn't match the specs above, tell us and set it aside. We'll come look within 5 days, then haul it back and replace it — it stays ours, not yours, and you don't pay for it.

Storage. The first 30 days after we tell you a batch is ready are free. After that we may charge a reasonable storage fee, which we'll tell you about in writing before it starts.

Who covers what. Once biochar is loaded on your truck, it's yours — you're responsible for hauling it and for how it's used. Until then it's ours. If someone brings a claim because we broke this agreement, we cover it. If someone brings a claim because you broke it or because of how you used the biochar, you cover it. Neither of us owes the other for lost profits or indirect losses.

Things outside anyone's control. Hurricane, flood, fire, volcanic activity, port shutdown, government order, pandemic — if something like that stops either of us from performing, that side isn't penalized for the delay. Just let the other side know promptly. If it drags past 3 months, either of us can end this agreement.

Ending early. If one side breaks a material part of this agreement and doesn't fix it within 30 days of written notice, the other side can end it. Same if one side goes out of business or becomes insolvent. Any biochar already invoiced still gets paid for.

Keeping things private. Pricing, volumes, and anything else non-public that we share with each other stays between us.

Hawaii law. This agreement is governed by Hawaii law, and any dispute is handled in the courts of the State of Hawaii. Before filing anything, we agree to sit down — in person or by phone — and try to work it out.

Changes. Any change to this agreement has to be in writing and signed by both of us.

Sign me up

Fill this page in — on paper, or type right into the shaded boxes on your computer or phone — sign it, and send it back to us. Keep pages 1-2 for your records.

Farm / business name	Contact name
Phone	Email
Island & town	Mailing address
Metric tonnes per year	Preferred start date

You

Signature

Print name & title

Date

AgenergyHawaii LLC

Signature

Print name & title

Date

Questions? Call or email AgenergyHawaii LLC. This form is a plain-language summary prepared for Hawaii growers; please have your own advisor review it before signing.