



Bidhaa Sasa Limited

Group Sales Contract

Item

Ecozoom Jiko Bora

Mama Yao Efficient Charcoal Cookstove

Warranty period

24 months from Date of this Agreement

Bidhaa Sasa Office Location	Group Leader Name	Bidhaa Sasa Group Coordinator Name
Bidhaa Sasa Office Phone Number	Group Leader – M-Pesa Phone Number	Group Coordinator – Phone Number

Payment Plan

Individual Amounts due per Item	Total Amounts due from Group	Due Dates
Individual Down Payment Ksh 700	Group Down Payment as the sum of Individual Down Payments Ksh	Date of this Agreement
Individual 1 st instalment Ksh 700	Group 1 st instalment as the sum of Individual 1 st instalments Ksh	Payment due on or before
Individual 2 nd instalment Ksh 700	Group 2 nd instalment as the sum of Individual 2 nd instalments Ksh	Payment due on or before
Individual 3 rd instalment Ksh 700	Group 3 rd instalment as the sum of Individual 3 rd instalments Ksh	Payment due on or before
Individual 4 th instalment Ksh 700	Group 4 th instalment as the sum of Individual 4 th instalments Ksh	Payment due on or before
Individual 5 th instalment Ksh 700	Group 5 th instalment as the sum of Individual 5 th instalments Ksh	Payment due on or before
Individual 6 th instalment Ksh 700	Group 6 th instalment as the sum of Individual 6 th instalments Ksh	Payment due on or before
Individual 7 th instalment Ksh 700	Group 7 th instalment as the sum of Individual 7 th instalments Ksh	Payment due on or before
Individual Payment Plan Price Ksh 5,600	Group Payment Plan Price as the sum of Individual Payment Plan Prices Ksh	Total number of Items sold

This Agreement made on the Date of this Agreement between Bidhaa Sasa Limited, a Limited Liability Company incorporated in Kenya, and the following Buyers (the Group):

Buyer 1	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 2	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 3	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 4	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 5	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 6	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 7	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 8	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 9	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 10	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 11	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Bidhaa Sasa is the owner of the Items and has offered them for sale and the Buyers have agreed to purchase the Items upon the conditions hereinafter provided:

Terms and Conditions

1. **Pay down payment** The Buyers agree to pay the Group Down Payment on or before the date of this agreement. Once this payment is made Bidhaa Sasa shall deliver the Items to the Buyers.
 2. **Ownership of Item** Bidhaa Sasa shall give possession of the Items to the Buyers upon receipt of all the Individual Down Payments and it is hereby agreed that the Items shall remain the property of Bidhaa Sasa until the Group Payment Plan Price and any accrued interest has been paid in full.
 3. **Pay instalments in full and on time** The Buyers agree to pay all instalments as and when they fall due until the Group Payment Plan Price owed to Bidhaa Sasa is paid together with any accrued interest. The Buyers may make advance partial or full payments towards outstanding instalments but cannot make payments for less than the full instalment amount. The Buyers shall not withhold any payments due to Bidhaa Sasa for any reason whatsoever and or attach any condition to any payment. The Buyers may not deduct from their due instalment, or set off against, any amount whatsoever which they claim from Bidhaa Sasa or which Bidhaa Sasa owes them.
 4. **M-Pesa** The Buyers agree that all payments shall be payable to Bidhaa Sasa as directed by Bidhaa Sasa in writing. Bidhaa Sasa may use the M-Pesa payment system owned and operated by a third party to facilitate the collection of instalments or other amounts payable by the Buyers for the Items. Bidhaa Sasa shall not be held liable for any loss or damage which the Buyers or any third party may incur as a result of any error, system downtime or delay experienced by M-Pesa, or for any other reason beyond Bidhaa Sasa's reasonable control.
 5. **Guarantees** The Buyers understand and guarantee to Bidhaa Sasa that they are individually and collectively liable to pay all amounts due and owed to Bidhaa Sasa on account of all the Items sold under this agreement and on demand shall make good any outstanding amounts owed to Bidhaa Sasa. The Buyers agree that it shall not be a Defence to claim that they have already paid for the Item(s) allocated to them under this Agreement.
 6. **Returns** Any Buyer is entitled to a refund of the Individual Down Payment if the Item is voluntarily returned to Bidhaa Sasa in good working order and condition within 1 (one) month of the date of taking possession of the Item. If the Item is not in good working order, Bidhaa Sasa may elect to pay no refund or a partial refund, at its sole discretion. In the event that an Item(s) is returned, Bidhaa Sasa will adjust the outstanding Group amounts accordingly and will communicate this adjustment to the Group. Bidhaa Sasa will not provide refunds for Items that have already been fully paid for.
 7. **Action on late payment** Where an instalment is not received by Bidhaa Sasa on the Due Date, the Buyers will be sent an SMS informing them of the non-payment and requiring the Buyer(s) to make good the instalments within 3 (three) days from the Due Date (the First Grace Period).
 8. **Action on non-payment** In the event that any Buyer(s) fails to pay any amount due after the First Grace Period, the Buyers will be sent an SMS requiring the Group to pay the past-due instalment within 11 (eleven) days (the Second Grace Period). Bidhaa Sasa retains the right to pursue the Buyers for any amounts, which remain unpaid at the end of any Second Grace Period.
 9. **Failure to pay and Repossession** In the event that the Group fails to pay any amount due after the Second Grace Period, Bidhaa Sasa may, at its sole discretion, ask the Buyer(s) to return the Item(s). If the Item is returned to Bidhaa Sasa in good working order and condition, Bidhaa Sasa may elect to pay a partial refund of the Down Payment, at its sole discretion. However, Bidhaa Sasa retains the right to repossess the Item(s) from the Buyer(s), in case of non-payment. Any such repossession shall in no way entitle the Buyer(s) to a refund of any amounts paid to Bidhaa Sasa nor shall such repossession prejudice any right which Bidhaa Sasa may have in respect of such amounts, which may be due from the Buyer(s) at the date of repossession.
 10. **No transfer or resell of Item** The Buyers shall not sell, transfer or part with the possession of any Item until the Group Payment Plan Price and any other charges owed to Bidhaa Sasa have been paid in full.
 11. **Warranty** If any Item is damaged the Buyer(s) must inform Bidhaa Sasa within two (2) days of becoming aware thereof. Bidhaa Sasa will repair or replace an Item in accordance with the Warranty terms and conditions provided by the Item's manufacturer. The Warranty is valid only if the Item is used as instructed. The Warranty will commence on the date of this Agreement for the time period specified above.
 12. **Take good care of the Item** Any Buyer agrees to use the Item only as instructed in the instruction manual, and not to tamper, open, modify or use the Item in any other way or the Buyer will forfeit the Warranty and be in breach of this Agreement. The Buyers agree that Bidhaa Sasa will not replace any Item if it is lost or stolen. This shall in no way whatsoever affect the obligation of the Buyer(s) to pay in full all instalments up to the Total Payment Plan Price on or before the Due Dates specified above.
 13. **Contact information and credit reporting** The Buyer shall inform Bidhaa Sasa of any changes to their contact information, including the M-Pesa mobile number, during the term of this Agreement. The Buyers agree Bidhaa Sasa can report to and check with registered credit reference bureaus in regards to the Buyers' credit performance. Bidhaa Sasa agrees to protect customer data as per the Laws of the Republic Kenya. The Buyers shall not share this agreement or its contents with third parties.
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By signing here below the Buyer confirms with their signature that they have read and understood this Agreement and the Terms and Conditions thereof, or that this Agreement and the Terms and Conditions thereof have been explained to them in a language, and by a person, of their choosing and they have fully understood the terms and conditions therein:

	Name	Signature
Bidhaa Sasa Representative		Signature and stamp
Group Leader		
Buyer 1		
Buyer 2		
Buyer 3		
Buyer 4		
Buyer 5		
Buyer 6		
Buyer 7		
Buyer 8		
Buyer 9		
Buyer 10		
Buyer 11		

Drawn By: Jane Gachuiga & Associates, Advocates, K.P. Flats No.18, Milimani Road, P.O. Box 6142 -00200, Nairobi.

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Bidhaa Sasa Limited

Group Sales Contract

Item

SunKing Boom™

Solar lamp with radio and phone charger

Warranty period

24 months from Date of this Agreement

Bidhaa Sasa Office Location	Group Leader Name	Bidhaa Sasa Group Coordinator Name
Bidhaa Sasa Office Phone Number	Group Leader – M-Pesa Phone Number	Group Coordinator – Phone Number

Payment Plan

Individual Amounts due per Item	Total Amounts due from Group	Due Dates
Individual Down Payment Ksh 700	Group Down Payment as the sum of Individual Down Payments Ksh	Date of this Agreement
Individual 1 st instalment Ksh 700	Group 1 st instalment as the sum of Individual 1 st instalments Ksh	Payment due on or before
Individual 2 nd instalment Ksh 700	Group 2 nd instalment as the sum of Individual 2 nd instalments Ksh	Payment due on or before
Individual 3 rd instalment Ksh 700	Group 3 rd instalment as the sum of Individual 3 rd instalments Ksh	Payment due on or before
Individual 4 th instalment Ksh 700	Group 4 th instalment as the sum of Individual 4 th instalments Ksh	Payment due on or before
Individual 5 th instalment Ksh 700	Group 5 th instalment as the sum of Individual 5 th instalments Ksh	Payment due on or before
Individual 6 th instalment Ksh 700	Group 6 th instalment as the sum of Individual 6 th instalments Ksh	Payment due on or before
Individual Payment Plan Price Ksh 4,900	Group Payment Plan Price as the sum of Individual Payment Plan Prices Ksh	Total number of Items sold

This Agreement made on the Date of this Agreement between Bidhaa Sasa Limited, a Limited Liability Company incorporated in Kenya, and the following Buyers (the Group):

Buyer 1	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 2	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 3	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 4	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 5	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 6	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 7	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 8	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 9	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 10	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 11	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 12	First Name	Middle Name	Last Name	ID number	
Item Serial Number		M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Bidhaa Sasa is the owner of the Items and has offered them for sale and the Buyers have agreed to purchase the Items upon the conditions hereinafter provided:

Terms and Conditions

1. **Pay down payment** The Buyers agree to pay the Group Down Payment on or before the date of this agreement. Once this payment is made Bidhaa Sasa shall deliver the Items to the Buyers.
 2. **Ownership of Item** Bidhaa Sasa shall give possession of the Items to the Buyers upon receipt of all the Individual Down Payments and it is hereby agreed that the Items shall remain the property of Bidhaa Sasa until the Group Payment Plan Price and any accrued interest has been paid in full.
 3. **Pay instalments in full and on time** The Buyers agree to pay all instalments as and when they fall due until the Group Payment Plan Price owed to Bidhaa Sasa is paid together with any accrued interest. The Buyers may make advance partial or full payments towards outstanding instalments but cannot make payments for less than the full instalment amount. The Buyers shall not withhold any payments due to Bidhaa Sasa for any reason whatsoever and or attach any condition to any payment. The Buyers may not deduct from their due instalment, or set off against, any amount whatsoever which they claim from Bidhaa Sasa or which Bidhaa Sasa owes them.
 4. **M-Pesa** The Buyers agree that all payments shall be payable to Bidhaa Sasa as directed by Bidhaa Sasa in writing. Bidhaa Sasa may use the M-Pesa payment system owned and operated by a third party to facilitate the collection of instalments or other amounts payable by the Buyers for the Items. Bidhaa Sasa shall not be held liable for any loss or damage which the Buyers or any third party may incur as a result of any error, system downtime or delay experienced by M-Pesa, or for any other reason beyond Bidhaa Sasa's reasonable control.
 5. **Guarantees** The Buyers understand and guarantee to Bidhaa Sasa that they are individually and collectively liable to pay all amounts due and owed to Bidhaa Sasa on account of all the Items sold under this agreement and on demand shall make good any outstanding amounts owed to Bidhaa Sasa. The Buyers agree that it shall not be a Defence to claim that they have already paid for the Item(s) allocated to them under this Agreement.
 6. **Returns** Any Buyer is entitled to a refund of the Individual Down Payment if the Item is voluntarily returned to Bidhaa Sasa in good working order and condition within 1 (one) month of the date of taking possession of the Item. If the Item is not in good working order, Bidhaa Sasa may elect to pay no refund or a partial refund, at its sole discretion. In the event that an Item(s) is returned, Bidhaa Sasa will adjust the outstanding Group amounts accordingly and will communicate this adjustment to the Group. Bidhaa Sasa will not provide refunds for Items that have already been fully paid for.
 7. **Action on late payment** Where an instalment is not received by Bidhaa Sasa on the Due Date, the Buyers will be sent an SMS informing them of the non-payment and requiring the Buyer(s) to make good the instalments within 3 (three) days from the Due Date (the First Grace Period).
 8. **Action on non-payment** In the event that any Buyer(s) fails to pay any amount due after the First Grace Period, the Buyers will be sent an SMS requiring the Group to pay the past-due instalment within 11 (eleven) days (the Second Grace Period). Bidhaa Sasa retains the right to pursue the Buyers for any amounts, which remain unpaid at the end of any Second Grace Period.
 9. **Failure to pay and Repossession** In the event that the Group fails to pay any amount due after the Second Grace Period, Bidhaa Sasa may, at its sole discretion, ask the Buyer(s) to return the Item(s). If the Item is returned to Bidhaa Sasa in good working order and condition, Bidhaa Sasa may elect to pay a partial refund of the Down Payment, at its sole discretion. However, Bidhaa Sasa retains the right to repossess the Item(s) from the Buyer(s), in case of non-payment. Any such repossession shall in no way entitle the Buyer(s) to a refund of any amounts paid to Bidhaa Sasa nor shall such repossession prejudice any right which Bidhaa Sasa may have in respect of such amounts, which may be due from the Buyer(s) at the date of repossession.
 10. **No transfer or resell of Item** The Buyers shall not sell, transfer or part with the possession of any Item until the Group Payment Plan Price and any other charges owed to Bidhaa Sasa have been paid in full.
 11. **Warranty** If any Item is damaged the Buyer(s) must inform Bidhaa Sasa within two (2) days of becoming aware thereof. Bidhaa Sasa will repair or replace an Item in accordance with the Warranty terms and conditions provided by the Item's manufacturer. The Warranty is valid only if the Item is used as instructed. The Warranty will commence on the date of this Agreement for the time period specified above.
 12. **Take good care of the Item** Any Buyer agrees to use the Item only as instructed in the instruction manual, and not to tamper, open, modify or use the Item in any other way or the Buyer will forfeit the Warranty and be in breach of this Agreement. The Buyers agree that Bidhaa Sasa will not replace any Item if it is lost or stolen. This shall in no way whatsoever affect the obligation of the Buyer(s) to pay in full all instalments up to the Total Payment Plan Price on or before the Due Dates specified above.
 13. **Contact information and credit reporting** The Buyer shall inform Bidhaa Sasa of any changes to their contact information, including the M-Pesa mobile number, during the term of this Agreement. The Buyers agree Bidhaa Sasa can report to and check with registered credit reference bureaus in regards to the Buyers' credit performance. Bidhaa Sasa agrees to protect customer data as per the Laws of the Republic Kenya. The Buyers shall not share this agreement or its contents with third parties.
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By signing here below the Buyer confirms with their signature that they have read and understood this Agreement and the Terms and Conditions thereof, or that this Agreement and the Terms and Conditions thereof have been explained to them in a language, and by a person, of their choosing and they have fully understood the terms and conditions therein:

	Name	Signature
Bidhaa Sasa Representative		Signature and stamp
Group Leader		
Buyer 1		
Buyer 2		
Buyer 3		
Buyer 4		
Buyer 5		
Buyer 6		
Buyer 7		
Buyer 8		
Buyer 9		
Buyer 10		
Buyer 11		
Buyer 12		



Bidhaa Sasa Limited

Group Sales Contract

Item

SunKing™ Home Plus

Solar Home System package including:
3 lights, phone charging + portable light + radio

Warranty period

24 months from Date of this Agreement

Bidhaa Sasa Office Location	Group Leader Name	Bidhaa Sasa Group Coordinator Name
Bidhaa Sasa Office Phone Number	Group Leader – M-Pesa Phone Number	Group Coordinator – Phone Number

Payment Plan

Individual Amounts due per Item	Total Amounts due from Group	Due Dates
Individual Down Payment Ksh 1200	Group Down Payment as the sum of Individual Down Payments Ksh	Date of this Agreement
Individual 1 st instalment Ksh 1200	Group 1 st instalment as the sum of Individual 1 st instalments Ksh	Payment due on or before
Individual 2 nd instalment Ksh 1200	Group 2 nd instalment as the sum of Individual 2 nd instalments Ksh	Payment due on or before
Individual 3 rd instalment Ksh 1200	Group 3 rd instalment as the sum of Individual 3 rd instalments Ksh	Payment due on or before
Individual 4 th instalment Ksh 1200	Group 4 th instalment as the sum of Individual 4 th instalments Ksh	Payment due on or before
Individual 5 th instalment Ksh 1200	Group 5 th instalment as the sum of Individual 5 th instalments Ksh	Payment due on or before
Individual 6 th instalment Ksh 1200	Group 6 th instalment as the sum of Individual 6 th instalments Ksh	Payment due on or before
Individual 7 th instalment Ksh 1200	Group 7 th instalment as the sum of Individual 7 th instalments Ksh	Payment due on or before
Individual 8 th instalment Ksh 1200	Group 8 th instalment as the sum of Individual 8 th instalments Ksh	Payment due on or before
Individual Payment Plan Price Ksh 10,800	Group Payment Plan Price as the sum of Individual Payment Plan Prices Ksh	Total number of Items sold

This Agreement made on the Date of this Agreement between Bidhaa Sasa Limited, a Limited Liability Company incorporated in Kenya, and the following Buyers (the Group):

Buyer 1	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 2	First Name	Middle Name	Last Name	ID number
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Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 4	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 5	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 6	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 7	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 8	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 9	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 10	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 11	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Bidhaa Sasa is the owner of the Items and has offered them for sale and the Buyers have agreed to purchase the Items upon the conditions hereinafter provided:

Terms and Conditions

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 3. **Pay instalments in full and on time** The Buyers agree to pay all instalments as and when they fall due until the Group Payment Plan Price owed to Bidhaa Sasa is paid together with any accrued interest. The Buyers may make advance partial or full payments towards outstanding instalments but cannot make payments for less than the full instalment amount. The Buyers shall not withhold any payments due to Bidhaa Sasa for any reason whatsoever and or attach any condition to any payment. The Buyers may not deduct from their due instalment, or set off against, any amount whatsoever which they claim from Bidhaa Sasa or which Bidhaa Sasa owes them.
 4. **M-Pesa** The Buyers agree that all payments shall be payable to Bidhaa Sasa as directed by Bidhaa Sasa in writing. Bidhaa Sasa may use the M-Pesa payment system owned and operated by a third party to facilitate the collection of instalments or other amounts payable by the Buyers for the Items. Bidhaa Sasa shall not be held liable for any loss or damage which the Buyers or any third party may incur as a result of any error, system downtime or delay experienced by M-Pesa, or for any other reason beyond Bidhaa Sasa's reasonable control.
 5. **Guarantees** The Buyers understand and guarantee to Bidhaa Sasa that they are individually and collectively liable to pay all amounts due and owed to Bidhaa Sasa on account of all the Items sold under this agreement and on demand shall make good any outstanding amounts owed to Bidhaa Sasa. The Buyers agree that it shall not be a Defence to claim that they have already paid for the Item(s) allocated to them under this Agreement.
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 9. **Failure to pay and Repossession** In the event that the Group fails to pay any amount due after the Second Grace Period, Bidhaa Sasa may, at its sole discretion, ask the Buyer(s) to return the Item(s). If the Item is returned to Bidhaa Sasa in good working order and condition, Bidhaa Sasa may elect to pay a partial refund of the Down Payment, at its sole discretion. However, Bidhaa Sasa retains the right to repossess the Item(s) from the Buyer(s), in case of non-payment. Any such repossession shall in no way entitle the Buyer(s) to a refund of any amounts paid to Bidhaa Sasa nor shall such repossession prejudice any right which Bidhaa Sasa may have in respect of such amounts, which may be due from the Buyer(s) at the date of repossession.
 10. **No transfer or resell of Item** The Buyers shall not sell, transfer or part with the possession of any Item until the Group Payment Plan Price and any other charges owed to Bidhaa Sasa have been paid in full.
 11. **Warranty** If any Item is damaged the Buyer(s) must inform Bidhaa Sasa within two (2) days of becoming aware thereof. Bidhaa Sasa will repair or replace an Item in accordance with the Warranty terms and conditions provided by the Item's manufacturer. The Warranty is valid only if the Item is used as instructed. The Warranty will commence on the date of this Agreement for the time period specified above.
 12. **Take good care of the Item** Any Buyer agrees to use the Item only as instructed in the instruction manual, and not to tamper, open, modify or use the Item in any other way or the Buyer will forfeit the Warranty and be in breach of this Agreement. The Buyers agree that Bidhaa Sasa will not replace any Item if it is lost or stolen. This shall in no way whatsoever affect the obligation of the Buyer(s) to pay in full all instalments up to the Total Payment Plan Price on or before the Due Dates specified above.
 13. **Contact information and credit reporting** The Buyer shall inform Bidhaa Sasa of any changes to their contact information, including the M-Pesa mobile number, during the term of this Agreement. The Buyers agree Bidhaa Sasa can report to and check with registered credit reference bureaus in regards to the Buyers' credit performance. Bidhaa Sasa agrees to protect customer data as per the Laws of the Republic Kenya. The Buyers shall not share this agreement or its contents with third parties.
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By signing here below the Buyer confirms with their signature that they have read and understood this Agreement and the Terms and Conditions thereof, or that this Agreement and the Terms and Conditions thereof have been explained to them in a language, and by a person, of their choosing and they have fully understood the terms and conditions therein:

	Name	Signature
Bidhaa Sasa Representative		Signature and stamp
Group Leader		
Buyer 1		
Buyer 2		
Buyer 3		
Buyer 4		
Buyer 5		
Buyer 6		
Buyer 7		
Buyer 8		
Buyer 9		
Buyer 10		
Buyer 11		

Drawn By: Jane Gachuiga & Associates, Advocates, K.P. Flats No.18, Milimani Road, P.O. Box 6142 -00200, Nairobi.

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Bidhaa Sasa Limited

Group Sales Contract

Item

SunKing™ Pro 400

Solar lamp and phone charger

Warranty period

24 months from Date of this Agreement

Bidhaa Sasa Office Location	Group Leader Name	Bidhaa Sasa Group Coordinator Name
Bidhaa Sasa Office Phone Number	Group Leader – M-Pesa Phone Number	Group Coordinator – Phone Number

Payment Plan

Individual Amounts due per Item	Total Amounts due from Group	Due Dates
Individual Down Payment Ksh 700	Group Down Payment as the sum of Individual Down Payments Ksh	Date of this Agreement
Individual 1 st instalment Ksh 700	Group 1 st instalment as the sum of Individual 1 st instalments Ksh	Payment due on or before
Individual 2 nd instalment Ksh 700	Group 2 nd instalment as the sum of Individual 2 nd instalments Ksh	Payment due on or before
Individual 3 rd instalment Ksh 700	Group 3 rd instalment as the sum of Individual 3 rd instalments Ksh	Payment due on or before
Individual 4 th instalment Ksh 700	Group 4 th instalment as the sum of Individual 4 th instalments Ksh	Payment due on or before
Individual Payment Plan Price Ksh 3,500	Group Payment Plan Price as the sum of Individual Payment Plan Prices Ksh	Total number of Items sold

This Agreement made on the Date of this Agreement between Bidhaa Sasa Limited, a Limited Liability Company incorporated in Kenya, and the following Buyers (the Group):

Buyer 1	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 2	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 3	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 4	First Name	Middle Name	Last Name	ID number
Item Serial Number	M-Pesa Mobile number	Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County

Buyer 5	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 6	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 7	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 8	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 9	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 10	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 11	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Buyer 12	First Name	Middle Name	Last Name	ID number	
Item Serial Number	M-Pesa Mobile number		Alternative Mobile number (Spouse)	Male/female	Date of Birth
Village	Sub-location	Ward	Sub-County	County	

Bidhaa Sasa is the owner of the Items and has offered them for sale and the Buyers have agreed to purchase the Items upon the conditions hereinafter provided:

Terms and Conditions

1. **Pay down payment** The Buyers agree to pay the Group Down Payment on or before the date of this agreement. Once this payment is made Bidhaa Sasa shall deliver the Items to the Buyers.
 2. **Ownership of Item** Bidhaa Sasa shall give possession of the Items to the Buyers upon receipt of all the Individual Down Payments and it is hereby agreed that the Items shall remain the property of Bidhaa Sasa until the Group Payment Plan Price and any accrued interest has been paid in full.
 3. **Pay instalments in full and on time** The Buyers agree to pay all instalments as and when they fall due until the Group Payment Plan Price owed to Bidhaa Sasa is paid together with any accrued interest. The Buyers may make advance partial or full payments towards outstanding instalments but cannot make payments for less than the full instalment amount. The Buyers shall not withhold any payments due to Bidhaa Sasa for any reason whatsoever and or attach any condition to any payment. The Buyers may not deduct from their due instalment, or set off against, any amount whatsoever which they claim from Bidhaa Sasa or which Bidhaa Sasa owes them.
 4. **M-Pesa** The Buyers agree that all payments shall be payable to Bidhaa Sasa as directed by Bidhaa Sasa in writing. Bidhaa Sasa may use the M-Pesa payment system owned and operated by a third party to facilitate the collection of instalments or other amounts payable by the Buyers for the Items. Bidhaa Sasa shall not be held liable for any loss or damage which the Buyers or any third party may incur as a result of any error, system downtime or delay experienced by M-Pesa, or for any other reason beyond Bidhaa Sasa's reasonable control.
 5. **Guarantees** The Buyers understand and guarantee to Bidhaa Sasa that they are individually and collectively liable to pay all amounts due and owed to Bidhaa Sasa on account of all the Items sold under this agreement and on demand shall make good any outstanding amounts owed to Bidhaa Sasa. The Buyers agree that it shall not be a Defence to claim that they have already paid for the Item(s) allocated to them under this Agreement.
 6. **Returns** Any Buyer is entitled to a refund of the Individual Down Payment if the Item is voluntarily returned to Bidhaa Sasa in good working order and condition within 1 (one) month of the date of taking possession of the Item. If the Item is not in good working order, Bidhaa Sasa may elect to pay no refund or a partial refund, at its sole discretion. In the event that an Item(s) is returned, Bidhaa Sasa will adjust the outstanding Group amounts accordingly and will communicate this adjustment to the Group. Bidhaa Sasa will not provide refunds for Items that have already been fully paid for.
 7. **Action on late payment** Where an instalment is not received by Bidhaa Sasa on the Due Date, the Buyers will be sent an SMS informing them of the non-payment and requiring the Buyer(s) to make good the instalments within 3 (three) days from the Due Date (the First Grace Period).
 8. **Action on non-payment** In the event that any Buyer(s) fails to pay any amount due after the First Grace Period, the Buyers will be sent an SMS requiring the Group to pay the past-due instalment within 11 (eleven) days (the Second Grace Period). Bidhaa Sasa retains the right to pursue the Buyers for any amounts, which remain unpaid at the end of any Second Grace Period.
 9. **Failure to pay and Repossession** In the event that the Group fails to pay any amount due after the Second Grace Period, Bidhaa Sasa may, at its sole discretion, ask the Buyer(s) to return the Item(s). If the Item is returned to Bidhaa Sasa in good working order and condition, Bidhaa Sasa may elect to pay a partial refund of the Down Payment, at its sole discretion. However, Bidhaa Sasa retains the right to repossess the Item(s) from the Buyer(s), in case of non-payment. Any such repossession shall in no way entitle the Buyer(s) to a refund of any amounts paid to Bidhaa Sasa nor shall such repossession prejudice any right which Bidhaa Sasa may have in respect of such amounts, which may be due from the Buyer(s) at the date of repossession.
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Group Leader		
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Buyer 6		
Buyer 7		
Buyer 8		
Buyer 9		
Buyer 10		
Buyer 11		
Buyer 12		