GREENWAVE

HOW TO WORK WITH BUYERS:

Guidance for Kelp Farmers

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Contact GreenWave's Market Development team (marketdevelopment@greenwave.org) with questions or feedback.

INTRODUCTION

According to NOAA, seaweed farming is the fastest growing aquaculture sector in the United States.[1] While this nascent industry offers promising economic, social, and environmental benefits, it faces a number of barriers to success. Farmers frequently cite the absence of reliable markets as a primary bottleneck, and there are often mismatched expectations with buyers. These discrepancies can be attributed to the complexities of an emerging supply chain for a highly perishable crop. In 2022, GreenWave, a 501c3 nonprofit, received a NOAA Saltonstall-Kennedy grant to support market development by Establishing Kelp Purchasing Cycle Best Practices.

This resource, the second in a three-part series for farmers and buyers, serves as a roadmap for kelp farmers to understand the nuances of sales processes and buyer partnerships. The goal is to familiarize farmers with relationship building, negotiation, and streamlined sales and farming operations to support a farmer-led industry.

The guide is best suited for farmers looking to work directly with buyers who prioritize sustainability, traceability, and social responsibility. Rather than the term “supply chain,” you’ll see the term “value chain,” which emphasizes relationships and creating shared value amongst stakeholders. By the end of this guide, farmers will be equipped with the information required to develop an informed relational sales process and advocate for themselves in partnership negotiations.

This guide is a counterpart to the Guide for First Time Kelp Buyers, drawing from dozens of papers and external resources, plus insights from 25 kelp farmers and buyers. It also references existing direct trade frameworks and GreenWave’s conversations with four land-based agricultural experts from organizations, including Fair Trade and Equal Exchange.

The scope of this resource is limited to cold water ocean-farmed species, specifically in the United States and Canada, which are primarily brown seaweeds, also called kelp. Throughout this guide, you will see the terms “regenerative ocean farming,” “ocean farming,” and “kelp farming” used interchangeably. We also use the terms “seaweed” and “kelp” interchangeably unless otherwise specified, since both terms are common in the industry.

PART
01

MARKETS FOR KELP

01 Markets for Kelp

You may have gravitated toward seaweed farming because of a passion to work on the water or a desire to protect our oceans. While this passion is the spark that encourages action, the practical reality is that an ocean farm must also be a profitable business to sustain itself long-term and achieve its desired impact.

Products don't sell themselves. Even if you grow the best kelp in the world, if you aren't able to convince people it's worth anything or sell it for more than it costs you to run your farm, your business will not be sustainable long term. The best way to increase your likelihood of success is to not leave sales and marketing to chance: define your target audience, understand their needs and motivations, and make a plan to reach your customers.

In this guide, we'll walk you through sales processes, operations, and relationship building as they relate to selling kelp. However, when it comes to general sales and marketing strategy, there's a wealth of information already available.

If you'd like to learn more about sales and marketing, we encourage you to check out these resources:

- GreenWave's Hub Course: Market Your Business
- Kelp Sales Planning 101
- To Sell Is Human: The Surprising Truth About Moving Others by Daniel H. Pink
- The Science of Selling by David Hoffeld
- Business Planning for Kelp Farming ("Marketing Plan" section)
- Sea to Sale: Get Them Hooked! How to Market Your Products
- How to Win Friends and Influence People by Dale Carnegie
- LifeHikes Communication for Sellers Courses

Markets for North American Kelp

Markets are the primary bottleneck reported by kelp farmers consulted in the development of this guide. However, there are a number of existing buyers across the country and emerging startups developing novel processing technologies or products. Industries such as food, biomaterials, cosmetics, agriculture, pharmaceuticals, and others can leverage the unique functional properties of seaweed in their products. The diverse applications for kelp provide a range of opportunities, but can also create confusion and noise. This guide seeks to support farmers in identifying and building real relationships with buyers in the context of an emerging and rapidly changing industry.

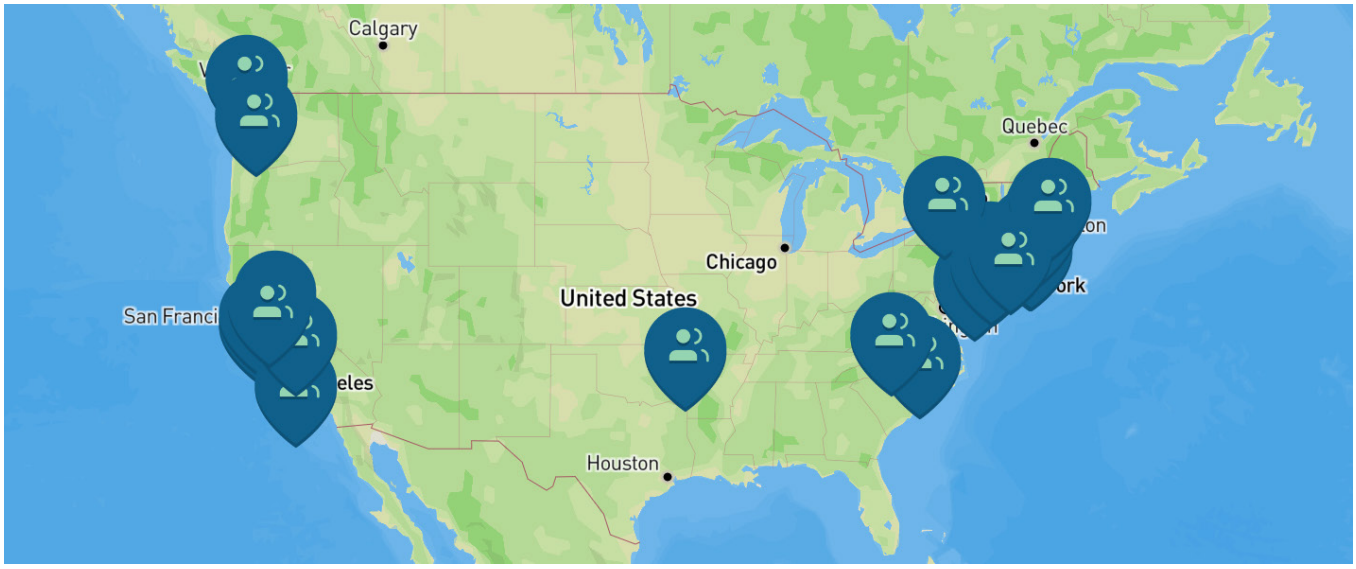


Figure 1: Kelp Buyers in the United States (Seaweed Source, 2024).

01 Markets for Kelp

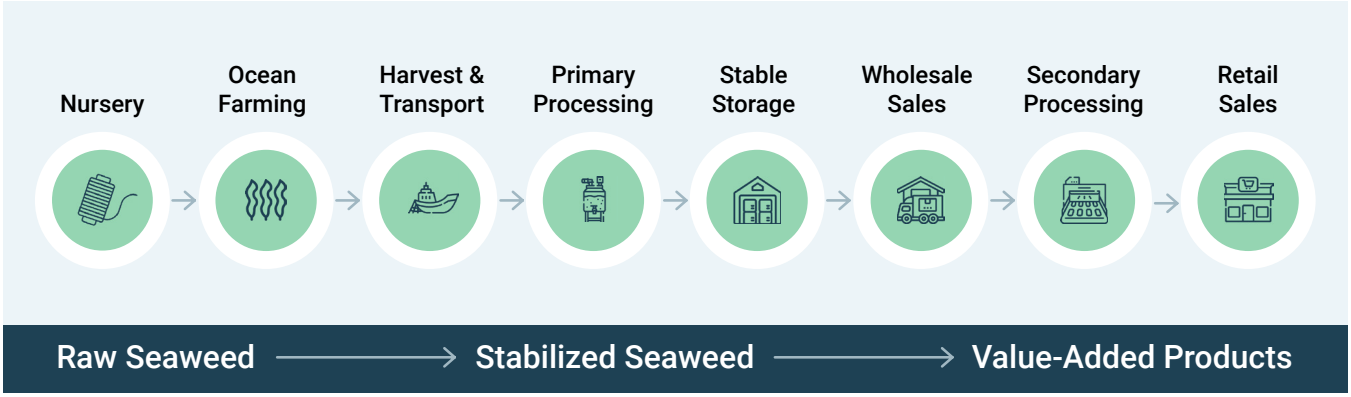
Although market research is limited, information on the state of the North American and international markets and buyers can be found using these resources:

- Alaska Fisheries Development Foundation: Alaska Seaweed Market Assessment (2021)
- World Bank: Global Seaweed New and Emerging Markets Report (2023)
- GreenWave: Buyer Personas (2023)
- Food for Climate League: Kelp Landscape Assessment (2024)
- Seagreen Insights: Lessons Learned Marketing Seaweed Products in the U.S. (2024)
- TNC: Analysis of Farmed Seaweed Carbon Crediting and Novel Markets to Help Decarbonize Supply Chains (2023)
- Phyconomy: Seaweed Business Database
- United Nations: An Ocean of Opportunities: The Potential of Seaweed to Advance Food, Environmental and Gender Dimensions of the SDGs (2024)

As an industry, we can leverage these existing insights to understand where to focus our efforts. But more importantly, we should take action to develop new value chains to connect growing supply with emerging demand.

The Seaweed Value Chain

To successfully bring kelp to market, all roles of the seaweed value chain must be fulfilled by one or more entities.



Buyers can take on various roles, but they typically own primary processing, secondary processing, retail sales, or all three. Roles are fluid, and buyers sometimes rely on vertical integration (taking on two or more stages of the value chain) to fill gaps in an emerging industry. Let's have a deeper look at primary and secondary processing, since these stages are most relevant to kelp sales.

Primary Processing

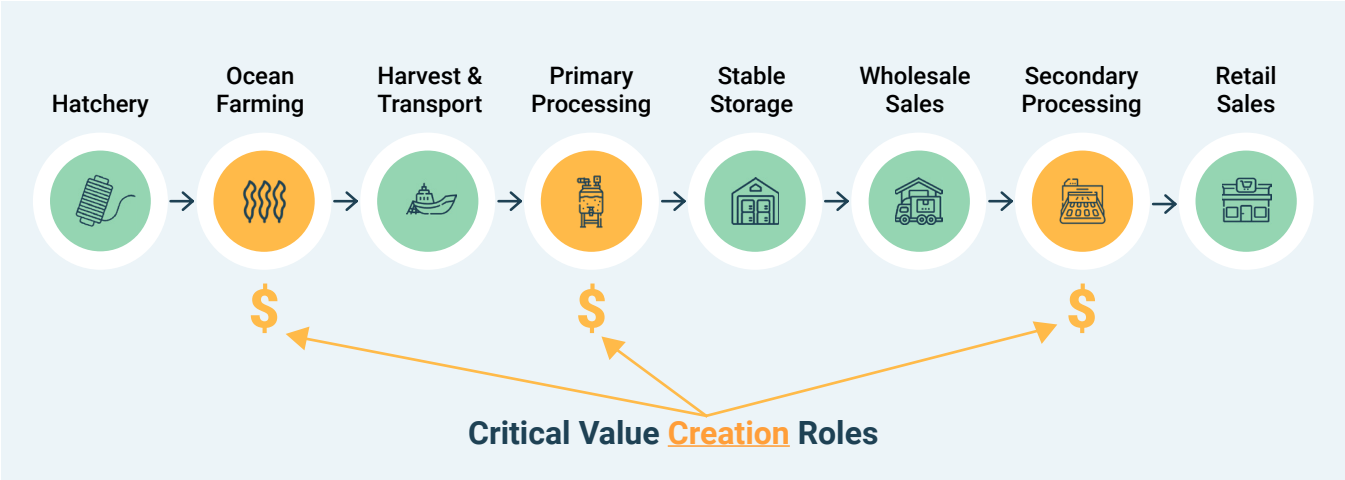
- Short window (24–48 hours) between harvest and primary processing due to kelp's perishable nature
- Relates to the process of stabilizing kelp, with methods such as freezing, drying, fermentation, or chemical stabilization
- Consider efficiency, environmental impact, preservation of kelp's bioactive compounds, and intended end use when choosing a stabilization method
- Extends the shelf life of kelp from hours to months or years

Secondary Processing

- Can happen as needed if stable kelp is available
- Involves incorporating stabilized seaweed into a value-added product or ingredient, such producing a consumer packaged product or extracting valuable compounds for ingredients used by other value-added product companies

01 Markets for Kelp

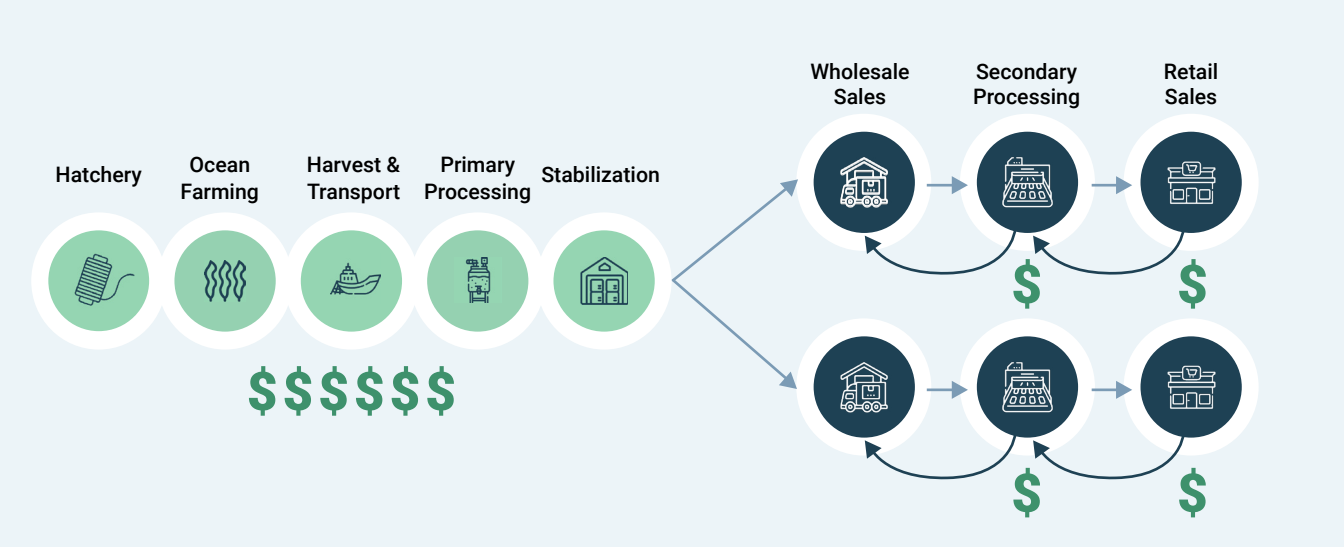
As a farmer, you should consider which role(s) in the value chain you'd like to take on. For example, your ideal business model may focus on farming and leave the rest of the value chain up to others. Alternatively, you may want to explore operating your own processing, developing a product, and ultimately bringing kelp to market yourself to create and retain more value.



While running your own processing can have financial benefits, it's important to consider what you want your daily work to look like. All businesses require some level of sales and marketing, but you might determine that it's worth accepting a lower price for your raw crop and focus solely on ocean farming. However, his approach has its risks—particularly the reliance on buyers at the time of harvest. Given the perishable nature of kelp, if your buyers decide not to purchase your entire harvest, you could be left with kelp that rapidly loses value. Alternatively, processing and stabilizing your own kelp allows you to sell throughout the year, creating more flexibility. If you don't have active buyers, you may need to vertically integrate to fill current gaps in the supply chain.

01 Markets for Kelp

No matter what path you choose, cultivating relationships with multiple buyers creates resilient value chains. Buyers, like farmers, face numerous variables and challenges running their businesses. By diversifying your buyer base, you create a safety net—if one buyer falls through, others can step in to ensure your kelp finds a market.



PART
02

STAGES OF YOUR SALES PROCESS

02 Stages of Your Sales Process

Now that you've identified your target markets and their priorities, it's time to develop your sales process. This section outlines the typical sales stages with a new kelp buyer. Many of the same principles apply to established customers, but there will be fewer product development needs for businesses with existing seaweed products.

When it comes to successful sales processes, persistence and careful listening is more important than a perfect elevator pitch. While short-term success definitely requires clear, focused communication, long-term success is more about building trust.

Despite the brevity of this section, don't expect your sales process itself to be short. Following this high-level overview, we'll provide in-depth information on many of these topics. Keep in mind that although this section is written sequentially, every sales process is iterative and won't follow the same steps each time.

Stage 1: Discovery

Initial Outreach

During this stage, you're discovering your potential customers and they're discovering you. Even though you're making a sale, you also have an opportunity to vet potential buyers. Not every buyer will be a fit for your business, so don't be afraid to turn down an opportunity that doesn't seem right, even if you were the one who initially reached out.

It's easiest to connect with customers who you already know or those you can receive a direct introduction to. Start with warm leads, buyers in your network, or companies who have expressed interest in your product to test whether or not your outreach communications are effective.

Samples

Once you get a response, you'll want to set up a call and offer to send a sample. Because samples require time and money, it's reasonable to ask your potential customer if they're willing to pay for samples and/or shipping costs. They won't always be willing, so you should assess the opportunity on a case-by-case basis.

Despite kelp farming seasonality, buyers operate on their own timelines, so your samples should be available year round. Send samples as quickly as possible after a request; a one-week turnaround is ideal. This means having inventory and packaging ready, plus an understanding of how you'll ship and price your sample product based on format and quantity. Ideally, you'll keep multiple species and product formats on hand that represent your full capabilities as a business.

A sample is your potential buyer's first interaction with your product, so make it count. Presentation is important. Be sure to include product specifications in your shipments and other information to make it easy for your buyer to test the sample.

Sales is a journey you guide your customers through. Don't expect them to take the lead and reach out to you. A few days after your customer receives your sample, follow up and inquire whether it arrived in good shape and if they're ready to provide feedback, whether it's positive or constructive.

Stage 2: Pilots

Lead your customer to a concrete next step, which could be additional samples, information, or preparing for a pilot production run—a small-scale test of a commercial production run. Pilots are a normal and crucial step of a sales process and are designed to test end-to-end value chains with minimal risk and expense for all parties involved. During this stage, you have an opportunity to strengthen the relationship with your potential customers. If they're satisfied with the kelp they sampled, you can capitalize on this and maintain partnership momentum. Even if your next step is to find answers to specific questions, set a date to get those answers and follow up. Depending on your operation, you may choose to offer the opportunity for buyers to visit your farm, which is very compelling for telling your story and building a more personal connection to the product.

Through a pilot production run or additional rounds of samples with larger volumes, you'll work out many of the details of your partnership. Both parties will begin to understand what it would take to scale. During this period, you'll have more in-depth conversations around product specifications, quality, certifications, volumes, logistics, timing, and more. Depending on your customer, this can take anywhere from a few months to years. Although long timelines can be frustrating, larger customers typically require more time, so be patient and continue to pursue the opportunity.

Stage 3: Commercialization

In the commercialization stage, your buyer is sold on the concept of their new product and now needs to figure out how to produce and sell it at scale. This means digging into all aspects of sourcing, production, distribution, and marketing to test assumptions made during the pilots and make sure they hold up under commercial constraints. Your buyer will start asking a lot more questions—while this may feel overwhelming at first, it's a good sign that your buyer is serious.

At the commercialization stage, your partnership is no longer an abstract idea. It now has the potential to alter your business plans and operations, and those of your buyer. You'll both need to understand the implications of the product launch. What will it take for you to supply to them based on their needs? What are the risks in your supply chain, and what can you do to mitigate them? What will your pricing and payment structure be? These are just a few of the topics that you'll need to finalize before commercialization is possible, and this phase will require many in-depth conversations.

Look to the "Building Buyer Relationships" and "Term Sheets" sections for details on expectation setting, negotiation, and commitment management during this stage.

Stage 4: Contracting

Your buyer is ready to sign a contract to purchase your kelp—congratulations! Although you're nearing the home stretch, things can still fall apart at this point, especially when it comes to signing contracts.

Not all partners will put a contract in place, but it can benefit both parties to have the terms of your relationship in writing. In some cases, a buyer will already have a contract they typically use. Alternatively, you may suggest implementing an adapted version of the contract template included in this guide. Regardless of who initiates contracting, everyone involved should understand the terms. This typically means sending over a bulleted version of the contract in language that all parties (even those who are not lawyers) understand. From there, you can have a series of discussions and negotiations leading up to drafting and signing the contract. Keep in mind that your sales process isn't over just because you have a contract in place.

PART
03

PREPARING TO SELL YOUR CROP

Define Your Target Customer

Before you begin a sales process, define your target audience to more effectively develop communications and uncover how to meet your target customers' needs. Ask yourself the following questions to formulate hypotheses around your operations and target markets that align. Your ideal buyers may change as your business scales, so think about your answers both now and into the next 3–5 years. Given the dynamic nature of the industry, it may make sense to do this exercise at least once a year. Keep in mind that other sections of this guide, plus preliminary conversations with buyers, will be helpful in defining your answers.

Sales Volume

- How much kelp did you produce last year? How much was sold? What are your production estimates for the next 1–3 years?
- Do you want to work with other farmers to aggregate volumes to sell to larger customers? Are you willing to sell to multiple accounts who purchase smaller volumes?

Examples of Markets Based on Approximate Purchasing Volume

10–999 wet lbs:

- Direct to consumer
- Restaurants or foodservice
- Small-scale retail
- Small cosmetics businesses

1,000–99,999 wet lbs:

- Small to medium processors or aggregators
- Packaged food products
- Large foodservice operations or restaurant chains
- Small to medium agricultural companies
- Cosmetics companies

100,000+ wet lbs:

- Large processors or aggregators
- Large biostimulant companies
- Large agriculture operations
- Materials companies
- Large ingredient corporations

Notes:

Processing and Stabilization Capacity

- Do you have processing capacity, or will you rely on your buyer to stabilize your kelp?
- Are you interested in developing your processing capacity to capture more value from your kelp?
- By undertaking processing, can you fill gaps in the supply chain that will enable you to sell kelp?
- What do you need to consider when deciding on processing methods? How can you work backwards from your end market to meet their needs? Can you work directly with your buyers to co-design processing?

Examples of Kelp Stabilization Types

Fresh:

- Low relative value, low operational complexity, high reliance on buyers
- Requires close collaboration with buyer during harvest; no option for long-term storage
- High transport complexity and cost

Frozen:

- Low to medium relative value, low to moderate operational complexity, moderate reliance on buyer
- High storage cost, typically requires additional processing
- High transport cost, medium complexity

Fermented:

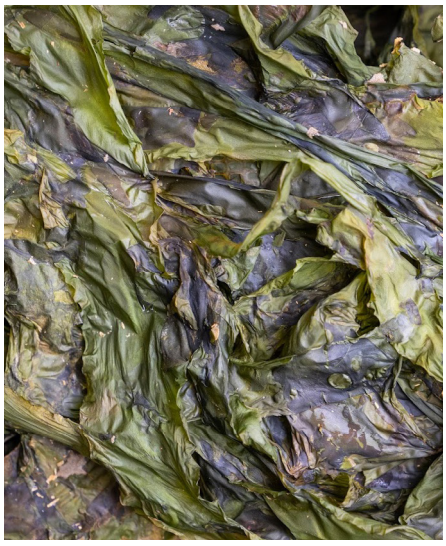
- Medium relative value, moderate operational complexity (can be a finished product to capture more value)
- Low to medium storage cost (no temperature control, but space required)
- Medium transport cost (weight is the primary factor)

Chemically Stabilized:

- Medium relative value, moderate operational complexity
- Low to medium storage cost (no temperature control, but space required)
- Medium transport cost (weight is the primary factor)
- High reliance on buyer to specify desired chemical stabilization method

Dried:

- High value
- Medium to high operational complexity
- High startup cost
- Low reliance on buyer
- Low transport cost and complexity

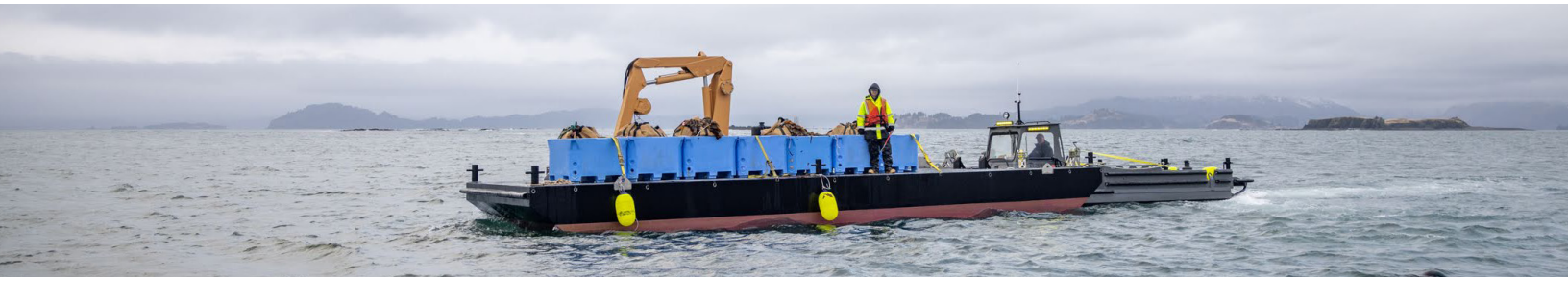


Notes:

Logistics

- Based on your processing hypothesis, what is needed to transport your kelp? (Includes packaging, vehicles, shipping, staff or volunteers, etc.).
- What logistical capabilities do you currently have, and what do you want to outsource to a buyer or third party? Write down your ideal arrangement and what you are willing to compromise on.
- Which geographies can you ship your kelp to?

Notes:



Pricing Expectations

Price will be a negotiation, but it's important to start by understanding your own needs and costs.

- Keeping in mind annual operational costs, what is the minimum price point you need to be profitable?
- What price is going to enable a sustaining business year-over-year?
- What trade-offs will you accept in exchange for pricing? I.e. Do you want to take on more work and add quality controls or certifications for higher prices?

Check out this webinar recording on Business Planning to get a sense of how to establish a financial model

Use this financial model to establish your target price range

Notes:

Sales Capabilities

- How much time are you willing and able to dedicate to selling your kelp?
- Do you want to focus on a few large buyers, or are you looking to cultivate and nurture many relationships?
- Do you have the operational and production volumes needed to close larger accounts? If not, are you willing to collaborate with other farmers to get there? Is there potential for a cooperative in your area?

Notes:

Certifications

- Do you plan to sell to markets like food, agriculture, and cosmetics where certifications, such as organic, may be valuable?
- Do you have the capacity and financial resources to obtain certifications? Alternatively, is your buyer willing or able to help pay for your certification?
- What pricing advantages will you capture if you obtain a specific certification?

Notes:

Quality

- Are you willing to spend more time and invest additional resources to ensure the quality of your kelp?
- Do you prefer lower operational complexity in exchange for lower prices?
- What capacity do you have for lab testing your kelp? How expensive is it to run tests and ship samples to a lab from your area?
- Write down your own quality standards and consider which markets these align with.

Refer to the GreenWave's kelp quality curriculum on our Ocean Farming Hub and the "Product Specifications" section of this guide for more information on quality control.

Notes:

Buyer Qualification

These questions are designed to spark your thinking around your needs and how they align with different markets. As you start to generate lists of potential buyer leads, you also need to evaluate their potential as partners to ensure you are spending your resources effectively.

- Based on the information above, how are you going to qualify potential buyers?
- What other factors do you need to consider in your qualification?
- How can you leverage your network to learn about specific buyers and their track record working with farmers?

Examples of Factors to Consider in Buyer Qualification

What was the source of this lead (community connection, cold outreach, etc.)? Are you able to speak to others about their experience working with this buyer or request references?	When was this company established? Do they have any products on the market already? Do they have a positive track record working with other farmers?	What information can you find about this company via their website, social media, and other research? Be sure to research the individuals who run the organization as well.
What has the tone of your initial interactions with this buyer been like?	To what extent do the needs and values of this buyer align with yours?	Evaluate their processes and knowledge of kelp. To what extent have they done their own research? Are they asking informed questions?

Priorities & Values

- What are your priorities for your target customers? For example, do you want to work primarily with local, Native- or woman-owned, or values-aligned businesses? Is price the most important thing, or is there something else you value more?
- What isn't that important to you, what might you be willing to compromise on?

Notes:

Learn What Motivates Your Target Audience

Once you define your target audience and buyer qualification process, you have the opportunity to discover their unique needs and pain points. One approach is to establish buyer personas: detailed fictional characters that represent your ideal target audiences.

Based on interviews with kelp buyers and companies, GreenWave created these personas to serve as valuable starting points for your process. Keep in mind, however, that while some companies are already familiar with regenerative ocean farming like the personas provided, most potential customers will require significant education about kelp and its applications.

It's important to recognize that your reasons for growing kelp may not be the same as your buyer's reasons for purchasing it. To get your buyer hooked, focus on what motivates your particular target market. Start with a hypothesis about their needs, then ask questions, listen closely, and remain open to new insights. If a particular message doesn't resonate, take it as an opportunity to learn and refine your approach.

You will get the best results by helping your potential customers articulate their needs and problems and getting creative when it comes to collaborating on solutions. **Raw, wet kelp likely won't meet your customer's needs, so you'll have to work together to figure out what format makes sense and what processing is required to make it possible.** Keep in mind that a values-aligned buyer may be willing to work through challenging logistics with you.

03 Preparing to Sell Your Crop

We highly recommend exploring our Guide For First-Time Kelp Buyers, a resource you can share with emerging kelp buyers when they're ready to learn more. In the meantime, use the following table from the Guide to map what functional benefits seaweed can provide to your target market segment. **It's often most effective to highlight these functional components first before introducing your farming and sustainability story.**

Functional Components

Rich in minerals, including sodium, potassium, chlorine, sulfur, phosphorus, calcium, and magnesium	Source of iodine; brown algae contains the highest average iodine content	High in fiber; with varying levels of soluble fiber
Source of polyphenols, fucoxanthin, fucoidans, terpenes, phlorotannins, polysaccharides, and carotenoids	Contains omega-3 LC-PUFA, which is rare in terrestrial biomass	Contains vitamins, such as C, K, E, A, B-12, and other B vitamins
Source of protein, some species contain all 20 essential amino acids	Rich in micronutrients, including iron, manganese, zinc, and copper	Contains bioactive compounds, including pigments, sterols, peptides, and polysaccharides
Contains hydrocolloids, such as alginates, agar, and carrageenan	Rich in antioxidants, mainly due to the presence of phenolic compounds such as flavonoids	Contains plant phytohormones, including auxins, cytokinins, gibberellins, abscisic acid, and brassinosteroids

Figure 2: Functional components of seaweed. Adapted from Kelp Purchasing Practices: Guidance for First-Time Kelp Buyers, by GreenWave, 2024, p. 13. Copyright 2024 by GreenWave.

Develop a Sell Sheet

It's important to make it easy for your potential partners to learn about what you're offering, while leaving space for collaboration and creativity. Anticipate the questions buyers will ask and be prepared to answer them before they arise.

One way to package critical information in the initial stages of your outreach is through a sell sheet, such as the one below. The goal of the sell sheet is to focus on high level information to get your foot in the door, rather than all the details you'll eventually need to communicate to your buyer.

If you like this sell sheet, feel free to make a copy of this template to create your own.

03 Preparing to Sell Your Crop

A sell sheet may not be relevant to all potential buyers, especially larger accounts who you may be more willing to negotiate with. For larger customers, use your existing capabilities as a starting point for your conversation while remaining open to adapting your final product based on the customer's needs.

You'll likely have to follow up more than once to get responses to your initial outreach. At each stage of your process, it is reasonable to follow up three times if you do not receive a response. Consider varying your response method—if an email doesn't get a response, follow up once by email and then try a phone call or a text message in subsequent attempts. Don't take it personally if you don't get a response—this is the name of the game with sales. It's important to create reminders for yourself to follow up and keep organized. One way to do this is by creating a spreadsheet similar to this one:

Status:
Call Scheduled | Waiting to Hear Back | Action Needed | Inactive

Engagement Step
Initial Outreach | Send Sample | Pilot Secured | Introductory Call | Pilot Proposal | Pilot In Progress | Email Sell Sheet & Sample Offer | Pilot Follow-Up

Priority: 1-3

Size: S, M, L

Company	Status	Engagement Step	Priority	Size	Location
GreenWave	Call Schedul…	Pilot Proposal	1	L	New Haven, CT
Alaska Sea Grant	Waiting to H…	Email Sell Sheet & S…	2	M	Anchorage, AK
Maine Sea Grant	Action Needed	Send Sample	3	M	Orono, ME

Contact Name	Contact Email	Sector	Species	Stabilization	Volume (wet lbs)	Product Details
Clara Finnegan	clara.finnegan@	Agriculture	Sugar	Fermented	20,000	Biostimulant for corn proc
Jasper Holloway	jasperholloway@	Food	Bull, dragon	Frozen	10,000	Prepared meals for senio
Lila Winters	lila.winters@em	Materials	Skinny	Dried	10,000	Input for seaweed-based

PART
04

BUILDING BUYER RELATIONSHIPS

04 Building Buyer Relationships

As farmers, you're likely aware of relationship dynamics between those who produce food and those who buy it. When it comes to building the North American kelp industry, we have an opportunity to rethink power structures and patterns of existing supply chains and build a system that's more collaborative and more beneficial to farmers. Given the early state of the industry, nothing about selling your kelp will be streamlined or more collaborative and beneficial, so building relationships is critical to your success as a farm.

You're not alone. GreenWave is actively collaborating with buyers to ensure they're informed about the relational nature of the industry as well. For this work, we look to land-based agricultural models—such as Fair Trade and Direct Trade—learning from what's worked and iterating on what hasn't. If you'd like to understand more about our work with buyers, feel free to refer to the "Working With Farmers" section of our **Guide for First-Time Buyers**.

In the most successful relationships, both parties play an active role in shaping the dynamics. In this section, we'll discuss what that looks like in practice and how to set yourself up for success.

Establishing Effective Communication Practices

Effective communication is integral to every part of your sales process. From your very first outreach to ongoing, in-depth discussions, intentional communication is key.

Here's why it's important to establish good communication with buyers:

Building Trust and Long-Term Relationships: Consistent and clear communication establishes trust. Buyers become return customers when they trust their farmer, leading to long-term business relationships that provide stability to you as the farmer and the industry as a whole.

Understanding Market Needs: Buyers can provide valuable insights into market trends, consumer preferences, and demand, helping you make crucial business decisions.

Pricing and Negotiations: Clear communication allows for better negotiations regarding prices, payment terms, and delivery schedules. Maintaining a good rapport with buyers can help you negotiate fairer prices based on quality, quantity, and market conditions.

Consistency in Supply and Demand: Regular communication ensures that you can better coordinate with buyers on the timing and volume of deliveries. This helps avoid overproduction, which can lead to waste, or underproduction, which might cause supply shortages and missed sales opportunities.

Managing Quality Expectations: Buyers often have specific quality standards. Good communication allows you to understand these requirements and deliver seaweed that meets buyers' expectations, minimizing the risk of rejected products and ensuring customer satisfaction.

Smooth Logistics: You need to coordinate harvest times, transportation, and stabilization logistics with buyers. The earlier you can identify and express these needs, the smoother operations will be when you're working under time constraints during harvest season.

Feedback for Improvement: Buyers can offer feedback on the quality of your product and any issues that arose during delivery. This feedback is valuable for you to improve your operations and secure future buyers.

Risk Management: In case of unforeseen circumstances such as storm damage or biofouling, maintaining good communication allows you to inform buyers in advance about potential changes in supply. This helps both parties manage expectations and find alternative solutions.

04 Building Buyer Relationships

When communicating, there's often a difference between what you say and what the other party hears. At the end of a conversation, it's helpful to recap what you heard in your own words to your buyer and get confirmation of the most important, consequential details, especially when you're not 100% clear. Everyone has their own communication style, but listed below are some general tips for effective communication, adapted from the Better Buying™ Institute,[2] a nonprofit dedicated to improving supply chain sustainability:

Ask About Preferred Communication Methods

- How does this buyer generally talk to their other suppliers? Are they okay with picking up the phone to call you at a moment's notice, or do they tend to rely on email and scheduled meetings? Of course, you'll want to leave space for your own preferences—how you communicate should reflect both parties' needs.

Share Your Goals and Find Commonalities

- Make sure you understand your buyers' motivations, and be open and transparent about yours.
- Whenever possible, see how your needs can align, and identify long-term, big-picture goals you can help each other achieve.

Consider How Feedback Is Delivered

- Schedule dedicated time to provide feedback to one another a few weeks after critical developments in your partnership (e.g. sample shipment, pilot, first delivery, etc.). Ask questions such as: What's working well? What should we keep doing? What needs to stop, evolve, or shift to work together more effectively? Building in opportunities for feedback makes this process more comfortable from the start.
- Remember to share positive feedback and appreciation as well as constructive criticism.
- When sharing constructive criticism, provide clear direction for how a buyer can improve as opposed to simply telling them what went wrong.

04 Building Buyer Relationships

Communicate About Challenges and Constraints

- Share your common challenges as they may not be obvious to your partners.
- Ask buyers about their common constraints, such as sales cycles with their customers and production timelines. Typically you'll discover that both you and your buyer are facing many of the same pressures and challenges.
- Be transparent when challenges arise—it's better to address these head on.

Avoid Back and Forth Communication

- Align all team members internally before communicating with buyers. Alternatively, you can designate one point of contact from your team.
- Batch communications when possible, especially if addressing matters that aren't time sensitive.

Co-Develop Communication Systems and Processes

- Establish a regular meeting schedule (e.g. monthly phone or Zoom calls) to build rapport and hold space for sharing non-urgent feedback and updates.
- Discuss structures that might enhance meeting productivity, such as meeting agenda templates.
- Map out a joint timeline that provides sufficient time for each step in your process. When delays occur, review and adjust accordingly.

Some conversations may be challenging, especially as partnerships progress. If you'd like to learn more about how to improve your communication skills, we recommend the following resources:

Supercommunicators, by Charles Duhigg

Nonviolent Communications, by Marshall B. Rosenberg, PhD

Crucial Conversations, by Joseph Grenny, Kerry Patterson, Ron McMillan, Al Switzler, and Emily Gregory

Commitment Management

According to Chalmers Brothers in his book *Language and the Pursuit of Happiness*, working partnerships thrive when you not only create a shared understanding of your agreements, but have the ability to follow through.

When you make a large foundational commitment to deliver kelp by a certain date, consider ways to ensure you'll follow through. Map out a backup plan for worst-case scenarios, such as working with other farmers to backfill orders you're not able to meet. In addition to big commitments, make micro-commitments throughout your interactions to build trust.

That's not to say that both parties will be able to follow through on every commitment. In these instances, commitment management, accountability, and your ability to effectively communicate about changes are key to your success.

Managing your commitment is an effective communication practice. Responses including "possibly," "perhaps," or silence will not lead to accountability in your working relationship. Responses that provide clarity enable both parties to build a shared understanding of expectations and create respectful and open working relationships. If you make a change to an agreed upon plan, communicate this change to the other party, and share the ways in which it may have an impact on the overall commitment.

Negotiation

Although your needs will sometimes be at odds with your partner's, negotiation is an opportunity to establish an agreement where you both win. One of the best practices in negotiation is giving first. Take the time to understand and communicate what you can offer the other party first, so they are more willing to accommodate your requests later on. Listening to what's most important to your potential partner and addressing their most pressing needs will make you a skilled negotiator.

So when does negotiation come into play? Countless aspects of your working relationship can be negotiated, such as those in the list below.

Terms to negotiate:

- **Volume** - How much kelp can you supply? Will you provide a lower price for larger volumes?
- **Quality and Certifications** - Who determines quality and how? What is your buyer able to offer for higher-quality kelp or specific certifications?
- **Timing** - How flexible is your buyer with respect to delivery dates? How far in advance does a harvest window and an exact harvest date need to be scheduled?
- **Margin of Error** - What margin of error are both you and your buyer willing to accept for your forecast? How does this change over time?
- **Logistics and Processing** - What can you take on versus what do you expect your buyer to manage and pay for?
- **Shipping and Delivery** - When and how does the buyer take possession of the product?
- **Financing Opportunities** - Can your buyer help you find loans or other financial opportunities?
- **Equipment, Materials, and Inputs** - Can your buyer provide any benefits that you may leverage, such as equipment or materials? What can you provide in exchange?
- **Training or Technology** - Is there any technology or training that could improve your efficiency or help you meet the buyer's needs?
- **Price** - How do the factors above impact how much you're charging for your kelp?
- **Payment Terms** - Can your buyer send advance payments? If not, can they pay a portion up front? How quickly can they pay upon receipt of the product?

04 Building Buyer Relationships

If you want...	Try asking for...	Try offering...
Higher prices	○ A price that covers your costs plus a 20% profit margin. Be transparent!	○ To take on more work: processing, packaging, shipping ○ Additional quality controls, third-party certifications
Cash flow throughout the season	○ An up-front deposit to cover seed costs ○ Shorter payment terms	○ An exclusive supply contract, or right of first refusal
Minimal post-harvest responsibility	○ Your buyer to take full ownership of the kelp at the dock	○ A lower price ○ Flexibility on timing of harvest ○ Longer payment terms
Long-term purchasing relationship	○ A multi-year contract with guaranteed minimums	○ Price discounts with increased volumes ○ Partnership on marketing ○ A discussion of the complete value chain to brainstorm optimization opportunities

04 Building Buyer Relationships

When it comes to negotiation, consider the *how* as well as the *what*. The Better Buying™ report outlines some recommended best practices:[3]

- Share target prices and other needs further in advance to avoid wasting time and effort.
- Provide enough time for buyers to work out logistics on their end based on your specific agreement.
- Stick to your commitments and avoid multiple rounds of negotiation or re-negotiation after an agreement is reached.
- If you must make significant changes to your commitments, notify your buyers as soon as possible so they have time to change in expectations or find an alternative solution.

If you'd like to learn more about negotiation, we recommend the following books:

- Getting to Yes, by Roger Fisher, William Ury, and Bruce Patton
- Good for You, Great For Me, by Lawrence Susskind
- Never Split the Difference, by Chris Voss

Building Lasting Relationships

One of the best ways to establish a scalable and sustainable business is to create multi-year purchasing relationships. **Even if you're in the early stages of working together, having a long-term mindset can set the tone of your partnership from the start.**

The Better Buying™ report[4] and the Common Framework for Responsible Purchasing Practices[5] offer some advice in this area:

- Aim to have direct relationships with your buyers—the people who have purchasing power within an organization—even when intermediaries are present. If intermediaries are present, make sure they are informed of and aligned with your partnership goals.
- Be transparent about strategic plans and treat your buyers like equal business partners. Expect the same from them.
- Formulate agreements on mutual responsibilities. Ask: "If I'm requesting a specific practice from a buyer, can I maintain this practice on my end as well?"
- Evaluate your partnership holistically, and set up a regular cadence and structure for check-ins. Don't be afraid to pivot.
- Find win-win solutions, such as sharing storytelling opportunities or ways to improve operations to increase efficiency.

PART
05

FARMING FOR SUCCESSFUL SALES

Establishing a productive relationship with buyers can make a significant impact on your success, especially as markets become more competitive. This section outlines essential practices you can adopt to ensure smooth transactions and better position yourself for success.

Key preparation steps include: organizing records, establishing reliable production schedules, and setting up clear communication channels. By implementing these practices, you can increase your reputation for reliability, maintain steady business relationships, and open up opportunities for growth in larger or more demanding markets.

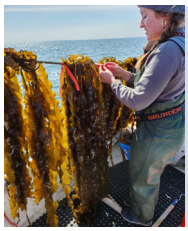
Creating an Annual Farm Calendar

The point of making a plan is not to follow it to the letter, but rather to go through the process of identifying your farm production and business goals, dig into the details of how you'll meet those goals, and then communicate the specifics to other people. As your business grows and starts to require more interaction with other stakeholders (buyers, processors, farm staff, etc.), planning is critical to set mutual expectations, establish a baseline from which changes can be made, and integrate changes so you can improve year over year.

05 Farming for Successful Sales

A key feature of successful production planning is making an annual farm calendar that identifies target dates for farm milestones, and allots a realistic timeframe to accomplish these activities based on the particulars of your region and farm site. Many seaweed buyers may not understand the nuances of the specific constraints that you're facing as a farmer. Putting these needs and deadlines into a calendar will help shed light on all the factors you're considering and lead to more informed conversations with buyers. It may also help you identify areas of efficiency, organize your business, and ultimately grow more kelp. An annual farm calendar can help:

Create a Shared Understanding of Your Constraints: From buyers to nursery operators and farm staff, it is essential that everyone who plays a role in your farm's production understands your target timeline and the factors that influence the timing of different milestones.

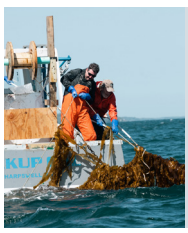


Optimize Yields: Different species of seaweed have specific planting and harvesting windows based on temperature, light, and other oceanographic conditions. A well-organized calendar ensures that your crop is planted and harvested at the right time to maximize yield and quality.

Anticipate Labor Needs: Knowing when key tasks like outplanting and harvesting will occur allows you to plan labor needs in advance, reducing delays and ensuring that there are enough hands on deck during peak times.

Align Production with Market Demand: You can align harvests with market demand to ensure crops are available at peak selling times, maximizing profits. Knowing when to expect yields also helps plan stabilization, storage, and transport logistics.

Ensure Regulatory Compliance: Most farmers need to submit annual reports to comply with government regulations (such state or county lease and permit requirements). If you're seeking organic certification for your crop, you will need to submit supporting documentation well in advance of harvest. A calendar will help you stay on track with documentation, inspections, and any necessary reporting to avoid penalties or disruptions to your business.



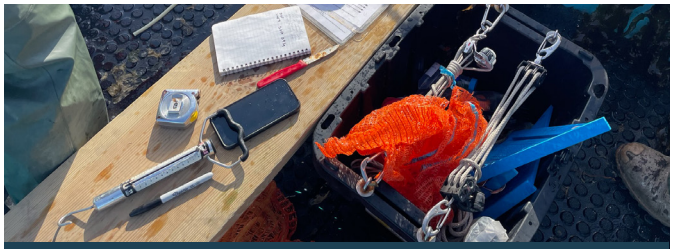
Anticipate Biofouling: Biofouling can be more or less prevalent depending on the time of year. An annual calendar helps farmers anticipate when biofouling typically occurs and harvest food-grade kelp before it's degraded in quality.

05 Farming for Successful Sales

Making an annual farm calendar doesn't need to be complicated. You can work on a paper calendar or add events to a digital calendar—whatever works best for you. Again, it's about the process of planning. Start by making a list of all the key milestones of your farming cycle.

Some of these activities might include:

Ordering seed

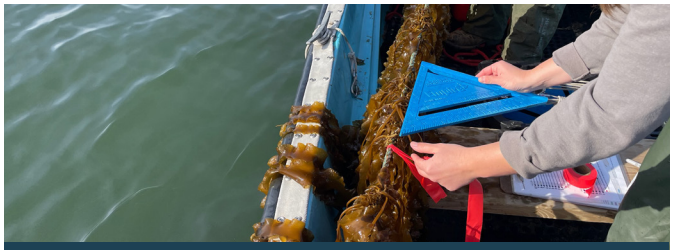


Ordering gear

Building arrays and prepping lines

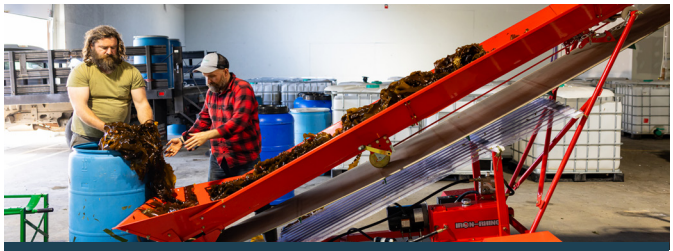
Deploying gear

Outplanting seed



Monitoring growth

Harvesting



Stabilization and primary processing

You are the best judge of what constitutes a milestone for your farm, so don't be afraid to create your own list. Because the kelp farming season runs roughly from early fall to the following spring, summer is a great time to create an annual farm calendar for the coming year.

Next, you'll want to assign dates to these milestones, taking into account any known constraints that could influence timing. Likely, there are many factors that influence each one, so you'll have to make an educated guess. One trick to ensure you're allocating the appropriate amount of time for each stage of the farm cycle is to work backwards from the end of your season. By this logic, the first question you should ask yourself pertains to the final stage of the farming cycle: When does the buyer need your seaweed?

Agreeing on a delivery date that fits your buyer's logistical needs and allows you to deliver a product that meets their desired quality and quantity specifications is critical to building long-term customer relationships. Ask your buyer what their ideal delivery date is, keeping in mind that it's likely that their ideal harvest date and your ideal harvest date won't perfectly align. They may need to adhere to a facility rental agreement with set dates; you might want to keep your kelp in the water longer to maximize growth. Agreeing on a harvest window (ideally within a 1–2 week timeframe) is an important point of negotiation with your buyer, and something that you'll want to clarify well before harvest season.

Your harvest timing might not align perfectly with your highest farm yield. For example, at peak growth, your farm may yield an average of 4 pounds per foot, but at the time of scheduled harvest, you may only have 2 pounds per foot of growth on your lines. This means that when you're calculating production for this order, you should use your predicted yield at the time of scheduled harvest (2 pounds per foot) and take this into account when you are negotiating price. The closer you can come to aligning your maximum farm yield with the agreed-upon harvest date from your buyer, the more you stand to profit from your harvest.

05 Farming for Successful Sales

As you're negotiating delivery dates with your buyer, dig one level deeper to uncover any dependencies or contingencies at play, which they may or may not be aware of. For example:

Does your buyer want food-grade kelp?

- You may need to harvest before a certain timeframe to avoid biofouling. You'll want to inform them of your best estimate of when this happens on your farm site.
- You'll also need to plan for food-safe handling on your boat and in transport, ensuring that anything the kelp comes into contact with is clean and free of debris.

Is processing and stabilization required to produce their desired kelp product?

- When is the local processing facility available?
- How many pounds can you process/stabilize in a day?
- Is there a minimum harvest quantity per day required to run the processing line?
- Does the processing facility require additional permits or certifications?

How many pounds can you harvest in a day?

- Given your total production estimates, how many days will it take you to harvest all of your kelp?
- How often is the weather bad during harvest?

Using these guiding questions, you can educate your buyer on your considerations and motivations around harvest timing, learn what constraints they are under, and come to a mutually-agreed upon timeframe for harvest and delivery. Then, *write it down!*

05 Farming for Successful Sales

Working backwards from the final stages of your season (harvest and processing), you can begin to identify the constraints at the front end of your season (nursery production and outplanting). In general, the longer your kelp is in the water, the larger your total farm biomass will be—you can think of this as maximizing the number of "grow days" or "days since outplanting."

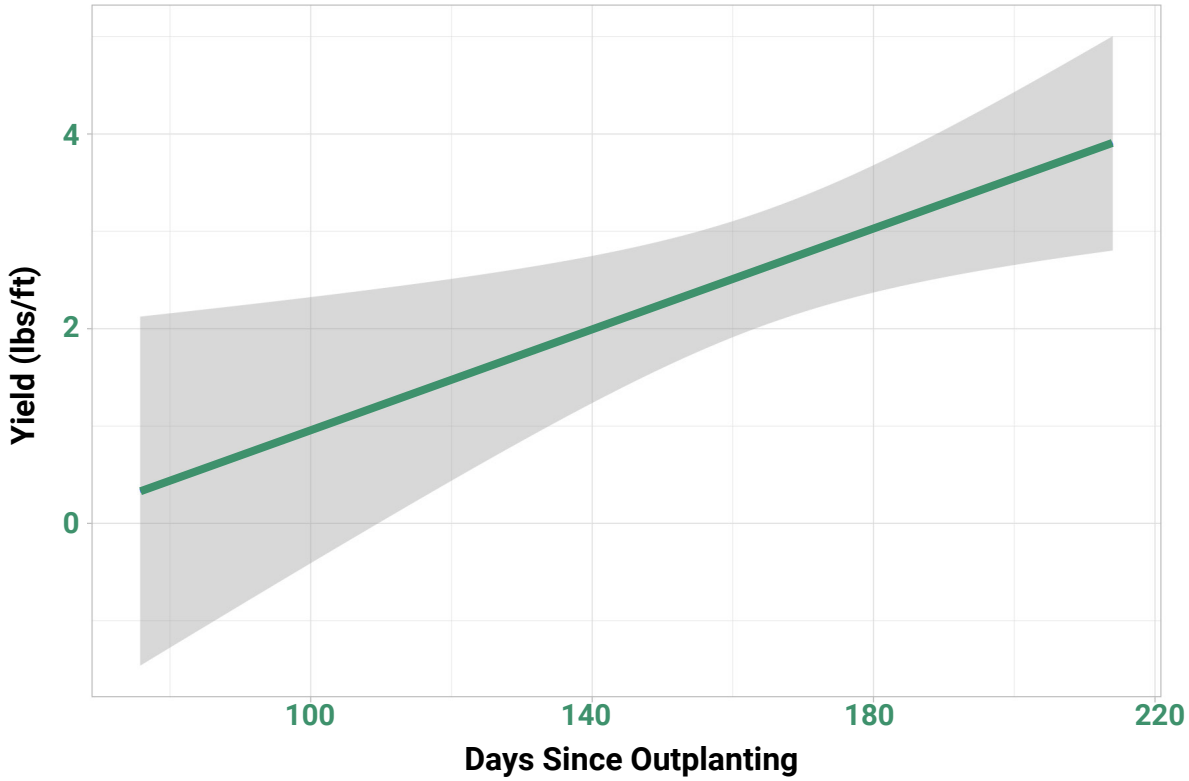


Figure 3: Correlation between number of days since outplanting and total farm yield averaged across participating Kelp Climate Fund farms for the 2023–2024 season.

There are strong correlations between early outplanting and higher farm yields. Therefore, regardless of your harvest timeline, it's in your best interest to get your seed in the water as early as you can to maximize grow days. However, the timing of outplanting is dependent on other factors, such as:

Does your nursery source from wild sorus tissue (rather than gametophyte cultures)?

- If so, when do wild kelp populations become reproductive in your area?
- If you're in charge of sorus collection, what are the best tides to harvest?

There are some environmental constraints on the timing of seed orders, but there are also human and logistical constraints such as:

- How long does it take the nursery to produce your seed spools?
- When does your nursery need you to confirm your seed order?
- Are there any logistical considerations (e.g. vacation schedules, ferry schedules) for seed pickup?

05 Farming for Successful Sales

You might notice that this final question leads you back to yet another conversation with your buyer:

> When do you need commitment from your buyer in order to place an accurate seed order?

Regardless of when you and your buyer have your first conversations about production timing, inform them of your ideal timeline of these decision points for future seasons. Make it clear that in order to successfully deliver orders in the spring, seed must be secured the previous summer. This will help your buyer align their planning and projections with your farm's seasonality.

We created a tool to help you generate your annual calendar, which will allow you to plan your production timeline and identify important milestones.
Please make a copy of this document and add your own data:
GreenWave Annual Calendar Calculator 2025

EDIT to Calculate	**When does buyer need raw kelp**		4/30/25		
	How many lbs to they want		5,000		
	Growing days		180		
	How many lbs can you harvest/process per day		1500		
	Number of bad weather days a week during harvest		2		
Harvest	How many days will it take to harvest		3.3		Calculated
	How many days will it take to harvest with bad weather buffer		4		
	Harvest Window (Early)	Early	4/25/2025	4/30/2025	
	Harvest Window (Late)	Late	4/30/2025		
Touchpoints with buyers after the season	Orders for next season		7/30/2025		Constant
	Season Debrief		7/12/2025		
	Confirm Payment Received	See payment terms	7/5/2025		
	Send Invoice	ASAP	6/5/2025		
	Confirm Buyer accepts order	See inspection period	6/4/2025		
	Confirm receipt of order		5/30/2025		
Processing and shipping	Estimated arrival at buyer	Ask shipper	5/30/2025		
	Shipping deadline	See contract terms	5/16/2025		
	Processing Window (Start)	Start	4/25/2025	5/2/2025	
	Processing Window (Finish)	Finish	5/2/2025		
Touchpoints with buyers during the season	May growth update / harvest plan update	1 week before harvest	4/18/2025		
	April growth update 2		4/11/2025		
	April growth update 1		3/28/2025		
	March growth update 2		3/14/2025		
	March growth update 1		2/28/2025		
	February growth update		1/7/2025		
	January growth update		12/8/2024		
	Post outplanting update		11/8/2024		
Farm Operation Deadlines	Outplanting Window (Early)	Early	10/27/2024	11/1/2024	
	Outplanting Window (Late)	Late	11/1/2024		
	Gear Deployment		10/20/2024		
	Line Preparation		10/13/2024		
	Receive New Gear		10/6/2024		
	Order New Gear		8/25/2024		
Touchpoints with Nursery	Confirm Seed Delivery Date		10/17/2024		
	Seed Into Nursery		9/17/2024		
	Confirm Seed Order		9/3/2024		
	Place Seed Order		8/1/2024		Constant

05 Farming for Successful Sales

Your annual calendar is not set in stone, but rather a living document. The unpredictable nature of ocean farming does not allow for exact planning and there will be times when you have to deviate from the anticipated timeline. This is okay, as long as you clearly communicate these changes with your internal and external team.

In addition to writing down key milestones on your annual calendar, write down key moments for communication with people who you are depending on, or who are depending on you. Schedule these touchpoints in advance, clearly identifying what needs to be communicated by what date.

At a minimum, you'll want to communicate with your buyer throughout the season to:

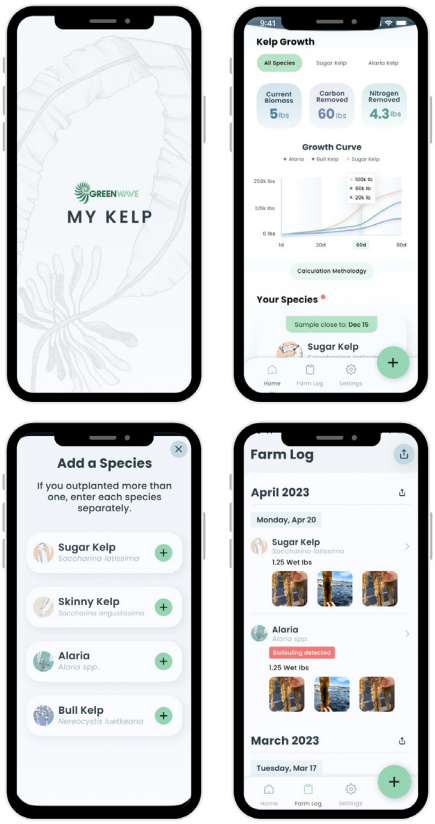
- Finalize their order in writing
- Provide a post-outplanting update
  - If you outplanted more or less than anticipated
  - The quality of the seed
  - How the above might affect your ability to deliver the agreed-upon order quantity within the agreed-upon timeline
- Provide a mid-season growth update
- Provide pre-harvest updates (increasing in frequency as harvest nears)
- Confirm harvest timing
- Document harvest volumes
- Confirm receipt of delivery
- Debrief on the season
- Discuss next year's orders

Predicting Yields

Accurately predicting yield is one of the most challenging parts of farming, even for the most experienced farmers. However, providing your buyer with an accurate forecast of your farm's production and communicating throughout the season to update that prediction is possibly the most critical step in building trust and strong partnerships with buyers.

Your buyer relies on your yield prediction to plan almost every aspect of their business. From whether or not they'll be able to meet their own customer demands, to if they can ensure consistent work for their employees, your production forecasts have numerous implications further down the value chain. Farming, especially in the ocean, is ripe with unknowns. You will never be able to predict your crop yield with 100% accuracy. But you can try! By using a few simple planning tools, relying on data-driven yield assessments, and communicating early and often during the time your crop is in the water, you can help paint an accurate picture of production for your buyer and yourself.

Using Data to Predict Farm Yields



Kelp's growth rate is a dynamic calculation that depends on many localized factors, such as light and nutrient availability, current, salinity, and many more.[6] Because of this, no two farm sites will ever have identical yields. Therefore, the most helpful tool you can use in creating accurate yield predictions is historical production data from your own farm.

GreenWave has developed an app built to track farm production. The My Kelp app is available to all active kelp producers in the U.S. and Canada who participate in GreenWave's Kelp Climate Fund program.

Apply to join the Kelp Climate Fund and access My Kelp here.

The My Kelp app allows you to track how much seed you put in the water each year, organized by species, and provides reports on average pounds-per-foot yields at key points throughout the season and harvest. Most importantly, it calculates your farm's total average pounds-per-foot yield, giving you valuable data to predict and plan for future seasons.

Each season, your average farm yield is calculated by dividing the total weight of the kelp grown on your farm (in pounds) by the total amount of seedstring you outplanted (in feet). For example, if you outplanted 4,000 feet of sugar kelp seedstring and harvested 8,212 pounds, your average farm yield would be calculated as 8,212 pounds / 4,000 feet, or 2.2 pounds per foot.

When calculating average farm yields, include yield data from your entire farm, not just the areas of densest growth. It can be tempting to calculate average yield based solely on the best sections of line you harvested, and ignore sections of line with limited or "spotty" growth. Although these dense sections of growth demonstrate the potential yields on your farm, they don't give an accurate picture of total farm yield. Relying on them for yield estimates will lead to overestimation, which can cause problems for you and your buyers.

05 Farming for Successful Sales

Below is example data from a farm that produced 8,212 pounds of kelp with an average yield of 2.2 pounds per foot.

Growline Number	Total Length (ft)	Total Harvest Weight (lbs)	Average Yield (lbs/ft)
Line 1	400	46	0.1
Line 2	400	567	1.4
Line 3	400	1,809	4.5
Line 4	400	904	2.3
Line 5	400	436	1.1
Line 6	400	897	2.2
Line 7	400	1,078	2.7
Line 8	400	1,035	2.6
Line 9	400	956	2.4
Line 10	400	895	2.2
Farm Total	**4,000**	**8,212**	**2.2**

On this farm, Line 1 produced 46 pounds of kelp, whereas Line 3 produced 1,809 pounds. This wide variety in production line to line is not uncommon on farms. Maybe Line 1 was seeded with low-quality seed, or perhaps a tree got entangled in the gear and rubbed off much of the seed string. Whatever the reason, if you only reported your average farm yield based on the growth of Line 1, you'd have a very low and inaccurate picture of this farm's total production (46 pounds / 400 feet = 0.1 pounds/foot * 4,000 feet = 400 pounds total estimated farm yield.) Similarly, if you only cited your production data from Line 3, your best line, you'd have a vast overestimate of this farm's production (1,809 pounds / 400 feet = 4.5 pounds/foot * 4,000 feet = 18,000 pounds total estimated farm yield.)

05 Farming for Successful Sales

The table below shows two years of average farm yields across 50 farms in the U.S. and Canada, as reported in the My Kelp app.

Region	2022-2023 Average yield (lbs/ft)	2023-2034 Average yield (lbs/ft)	Historical Farm Average (lbs/ft)
Gulf of Maine	2.1	4.1	3.1
Southern New England	1.6	2.1	1.9
Pacific Northwest	2.9	4.49	3.9

These yields may seem low given anecdotal reports of upwards of 30 pounds per foot. Many farms do see high-producing sections of growth, but when that high growth is averaged with sections of the farm that had low growth or no growth, the resulting total average yield is much lower. This average yield is a more accurate description of your farm's overall production—and therefore a more helpful forecasting tool. **When predicting farm yields, it's best to use your total farm average yield rather than extrapolating from your highest growth sections.** Including as many seasons as possible in calculating your average total farm average yield will provide you with the best estimate possible, as it takes into account yearly variation in farm performance.

Now that you have your total farm average yield calculated from past years, you can use that number to help you estimate this year's yield. To predict this season's farm yield based on your average from past years, multiply that average yield by the total feet of seedstring outplanted, and then subtract 20% of the calculated yield from itself as a safety buffer.

In the example farm above, if this farmer were to predict their yield for a future season, they would use 2.2 pounds per foot as the farm average. If they were planning to outplant 5,000 feet of seedsting, the resulting forecast with a 20% buffer would be 8,800 pounds (2.2 pounds/foot * 5,000 feet = 11,000 pounds - (0.2 * 11,000) = 8,800 pounds).

Calculating amount of seedstring needed based on a desired yield

Pounds of kelp needed	+	20% buffer pounds of kelp needed	÷	Average farm yield	=	Feet of seedstring needed

Ex: Need 20,000 pounds of kelp

20,000 pounds × 0.2 = 4,000 pounds

20,000 pounds + 4,000 pounds = 24,000 pounds

24,000 pounds ÷ 2.2 pounds/foot = 10,909 feet of seedstring

Calculating estimated yield based on feet of seedstring outplanted

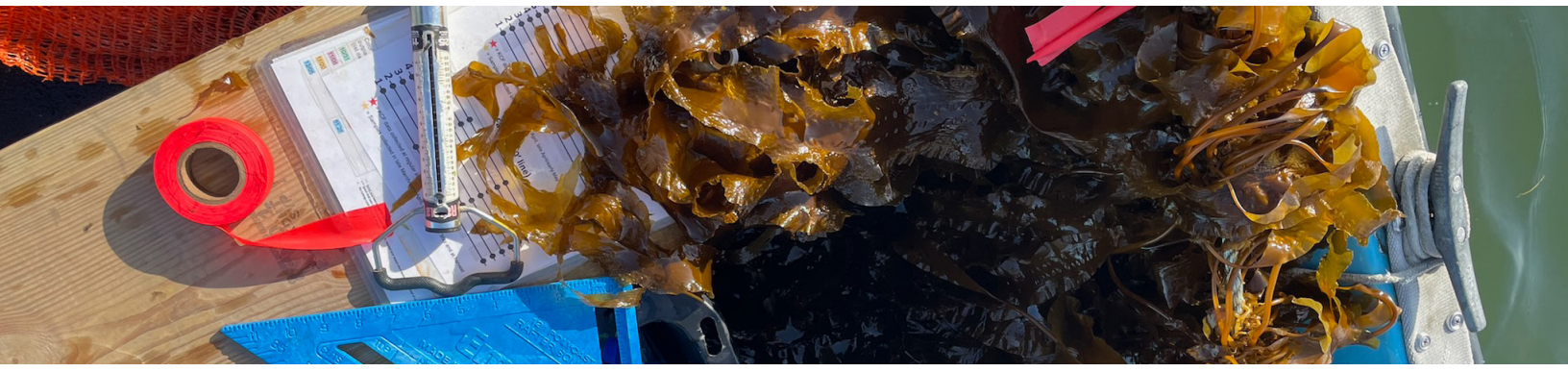
Feet of seedstring outplanted	×	Average farm yield	=	Pounds of kelp	–	20% buffer pounds of kelp	=	Predicted yield

Ex: Planting 10,000 feet of seedstring

10,000 feet × 2.2 pounds/foot = 22,000 pounds

22,000 pounds × 0.2 = 4,400 pounds

22,000 pounds – 4,400 pounds = 17,600 pounds



How to Improve Farm Yields

Farming in the ocean can be unpredictable, including challenges like fierce winter storms, extreme temperature fluctuations, or extended periods of overcast skies. While some factors are beyond your control, that doesn't mean you are powerless when it comes to farm yields. By understanding the key drivers of healthy growth and minimizing as many variables as possible, you can significantly improve your chances of success.

05 Farming for Successful Sales

The key factors that influence kelp growth within your control are:

Seed Quality

Even if you're not producing your own seed, you still have some agency in the quality of seedstring you put out on your farm. In an ideal world, you source your seed from multiple nurseries to mitigate the risk of contamination or bad seed.

Reference this spool quality rating guide to see a visual representation of what GreenWave considers acceptable spool quality. If your nursery doesn't provide spools up to these standards, talk to your nursery operator at the time you receive your spools or before. If possible, it may be better to wait for a second run of seed production and outplant later in the season rather than outplant bad seed. If a second run is not possible, and you are unable to find a secondary nursery to provide seed, you should update your yield estimates based on the poor seed and contact your buyer and let them know right away that this will likely affect your production.

Outplanting Timing

Each site has an optimal outplanting window, and planting within this window will produce higher yields. Data collected through the Kelp Climate Fund program indicates that earlier outplanting correlates with higher overall yield, but remember there is such a thing as outplanting too early. The optimal outplanting window is based on light, nutrients, and biofouling.

2024 Season Progress

Growth on **March 13, 2024** in Groton, Connecticut

Outplanting date: 10/31/2023	Outplanting date: 11/06/2023	Outplanting date: 12/05/2023
		
Yield: 8.1 lbs/ft	Yield: 6.1 lbs/ft	Yield: 1.9 lbs/ft

Light Availability

You can increase or decrease the amount of light your kelp receives by adjusting its depth in the water column. Typically, the more light kelp receives, the larger it will grow. You can regulate this by adjusting the tension of your farm system and/or adding floatation to your growlines. Remember that the closer your lines are to the surface, the higher the risk of damage during a storm or entanglements from passing vessels.

Farm Failures

Even the most seasoned farmers encounter gear failures that can reduce yields. However, you can significantly minimize the risk of catastrophic farm failures by performing routine farm maintenance, inspecting gear before and after major storms, and closely monitoring for chafing and wear, particularly at hardware connection points.

Refining your Yield Estimate for the Current Season

Whether you are making a yield prediction for the first time, or you have years of farm yield data to draw from, it is still important to monitor your crop growth closely and update your estimate according to the trends you see. An easy way to do this is to follow the farm biomass sampling protocol used by the Kelp Climate Fund program.

TOOLS NEEDED FOR SAMPLING

- ☐ My Kelp app downloaded on a smartphone
- ☐ Ruler
- ☐ Knife
- ☐ Hanging scale with batteries
- ☐ Marking tape
- ☐ Mesh bags (3)
- ☐ Thermometer

SAMPLE COLLECTION PROTOCOL

Identify Sample Collection Sites:

- Choose at least **one sample site per species** on your farm.
  - Mark these locations with surveyor's tape for easy reference.
  - Ensure sample sites are evenly spread across different growlines.

Sampling Timeline:

- Start sampling once there is **measurable growth** (enough biomass to register on the hanging scale) or by **March 1st of the harvest year**, whichever comes first.

Frequency:

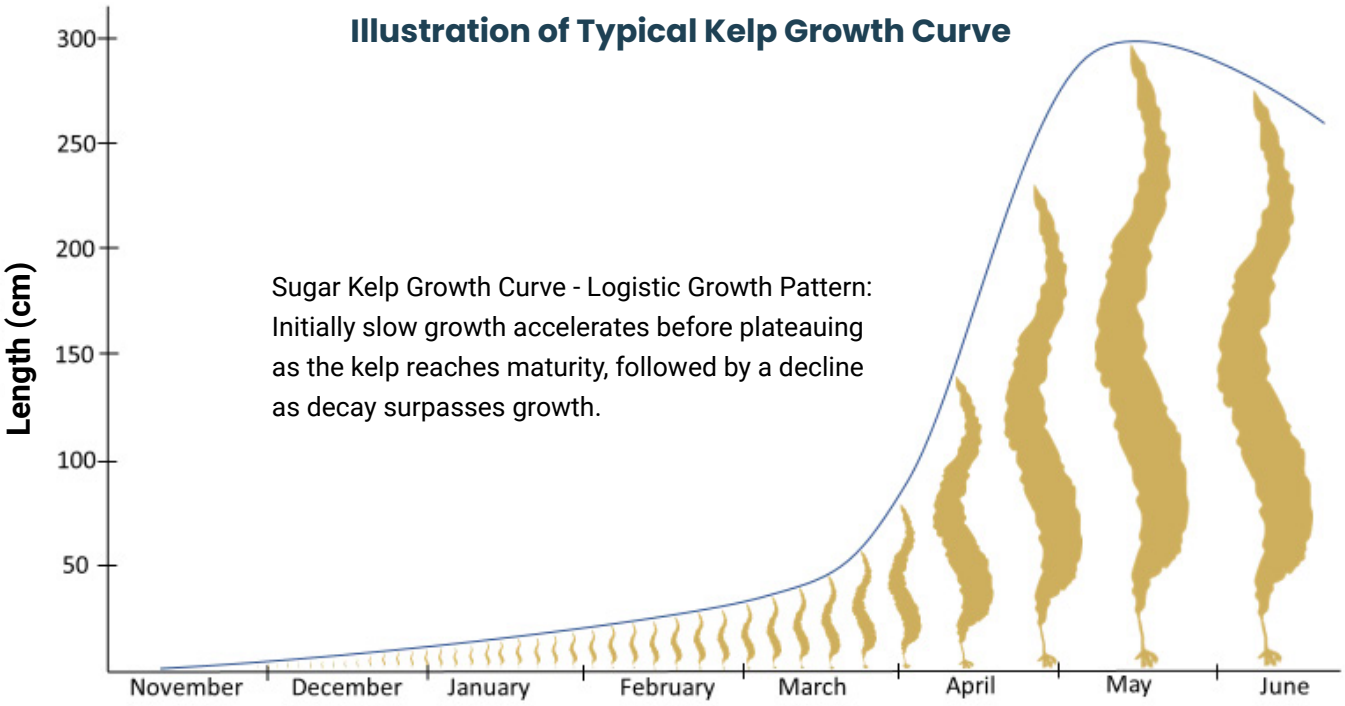
- Collect samples **once per month** from the start of measurable growth through harvest.

HOW TO SAMPLE

1. **Collecting Growth Samples:**
   - Go to your first marked sample location and lift that section of the growline out of the water.
   - Use a ruler to measure a **1-ft section** of the growline.
   - Take a photo of the kelp growth (holdfasts, stipes, blades) on that section.
2. **Weighing the Sample:**
   - Zero the hanging scale with an empty mesh bag on the hook by pressing the "⏻/T" button.
   - Cut the kelp from the 1-ft section using a knife as if you were harvesting, and place it in the mesh bag (include stipes and holdfasts only if you plan to sell these to your buyer).
   - Weigh the kelp and mesh bag on the hanging scale.
     - If the weight is too light to register, record it as 0.
3. **Logging Data in the My Kelp App or a Farm Log:**
   - Open the My Kelp app (or your own farm log) and record your sample values under the correct species.
   - Upload the photo, record the weight, water temperature, and add any additional notes.
   - If using tags, tag your sample in the My Kelp app with the corresponding tag you created at outplanting.
4. **Collect Additional Samples (Optional but Recommended):**
   - Repeat these steps for other marked locations to collect more samples of each species for better accuracy.
   - GreenWave recommends at least three samples per species to improve biomass estimates.

05 Farming for Successful Sales

By taking biomass samples and logging them in the My Kelp app or another type of farm log, you can easily compare the relative growth on your farm at different points in the season with similar dates from past seasons (you can find all past biomass sample data in your Farm Log on the My Kelp app). For example, if your biomass samples are averaging 1 pound per foot on January 1st, but last year you didn't see sample weights that high until March, you could reasonably deduce that your farm production is ahead of last year, and therefore your average yield at the time of harvest will likely be higher. Keep in mind that kelp growth rate is exponential. Growth will appear slow at the beginning of the season, then seem to rapid in the spring time when light availability and water temperature increase.



As you get closer to your harvest date, your biomass samples will become more and more accurate to your final harvest yields. **It's recommended that you take biomass samples once per week for the three weeks preceding harvest and update your buyer with whether your production is lower or higher than predicted or on track.** You'll also want to mention if you see any signs of quality change such as blade senescence or biofouling. When in doubt, share a photo!

Dealing with Inaccurate Yield Predictions

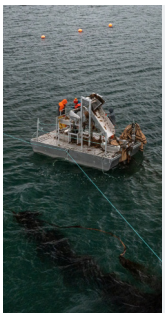
In conversations with your buyer about their order, and ultimately in your purchase agreement, you'll want to define the minimum and maximum amount of kelp the buyer will purchase. For many agricultural goods, there is typically a defined tolerance of +/- 10% of the agreed-upon maximum. This means that if your total harvest is off by +/- 10%, your buyer agrees to accept the delivery and pay you at the agreed upon price for the amount delivered, recognizing that there will always be some variability in farm production. In the case that your yield prediction falls way outside of this range—you have grossly over or underestimated your production compared to how much kelp you actually grew—you will need to act quickly to come up with a plan.

If you have seriously overestimated your production and you can't meet your order, communicate this to your buyer as soon as possible. Review the terms of your contract and what gives either party cause for termination of the agreement. It's possible the buyer may want to cancel the order altogether if the unit cost of processing doesn't pencil out at the volume you can supply. It's also possible you might want to cancel the order so that you don't lose money by harvesting and delivering this order. This isn't an easy conversation to have with your buyer, but it's a crucial one. Reach out to them as soon as you have the first indication your production will be short, and try to find a solution workable to both parties.

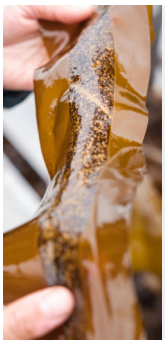
If you underestimated your yield prediction (i.e. you have more kelp than you thought), ask your buyers if they are interested in increasing their order. You might want to reach out to other potential customers, especially for low-margin markets such as compost or animal feed, that might be interested in purchasing your excess kelp. You could also consider paying to stabilize your kelp by drying or freezing it and keeping an inventory of stabilized product that you can use as samples and sell throughout the rest of the year.

Farm Details for Buyer Communication

For effective communication and business relationships with buyers, farmers need to collect and maintain several key pieces of information about their farm and products.



1. **Farm Information**
   - **Farm Name and Ownership:** The legal name of the farm and the names of the farm owners or business entity responsible for the contract.
   - **Contact Information:** The farm's contact details, including phone number, email, and physical address, for clear communication throughout the contract.
   - **Business Registration and Permits:** Information regarding the farm's business registration or legal standing, including any applicable permits to ensure compliance with regulations.



2. **Product Information**
   - **Sample Information:** Species, format, quantity, price, and shipping information about the samples you have available.
   - **Species and Specifications:** What species are you producing and what formats are available. For more information on this, refer to the "Product Specifications" section of this guide.
   - **Quality Standards:** Yearly testing of your product is recommended. It is important that you maintain a record of all testing that has occurred on your farm and product so you own this data to share with future buyers.

3. **Certifications and Compliance**
   - **Certifications:** Buyers often need documentation on third-party certifications (e.g. USDA Organic) or certifications of compliance with particular requirements or standards (e.g. attesting that seaweed does or does not contain certain substances). In the latter case, it may be as simple as drafting a succinct, professionally-worded statement on company letterhead. Ask your buyer for clarification on what they need if you have any doubts.
   - **Compliance with Regulatory Standards:** Farms must confirm that their operations comply with local, national, or international food safety and aquaculture regulations. Buyers may require documentation or proof of compliance with these regulations.
   - **Traceability:** Some buyers, especially larger retailers and distributors, require traceability of the products, meaning the ability to track the product's origin and processing history. Farms may need to provide batch numbers, production dates, and sourcing information.

4. **Quantity and Availability**
   - **Production Capacity:** Information on the farm's ability to supply specific quantities of products, often including minimum and maximum supply amounts. Buyers want to ensure the farm can meet their demand consistently.
   - **Harvest Calendar/Seasonality:** Details about when certain products will be available, including outplanting and harvest dates, and the expected periods for delivering goods.
   - **Supply Forecasts:** Buyers often need projections for the volume of produce or products that the farm expects to supply during the contract period. This helps them plan their purchasing and inventory.

PART
06

TOOLS FOR COMMERCIALIZATION CONVERSATIONS

It's time to guide buyers through increasingly specific conversations until you finalize a purchase agreement. Use these tools during the commercialization and contracting phases of your sales process. As the seller, it is your responsibility to initiate and lead these conversations—do not wait for the buyer to make the next move!

Term Sheets

As discussed in the "Building Buyer Relationships" section, successful long-term partnerships require a mix of relationship-building and negotiation. Although it doesn't always feel like it, buyers need you just as much as you need them, so it can be helpful to remind yourself that you are on the "same team"—a team seeking to sell kelp for a high enough price that everybody can make money.

After initial negotiations, you can leverage a **term sheet** to solidify your agreement. A term sheet is a preliminary, non-binding document that outlines the most significant conditions of a proposed business transaction. Term sheets are a way of making sure that you and your buyer have a mutual understanding about the essentials before you get into the details. They provide an opportunity for both parties to get their thoughts down on paper (bullet points are fine) and demonstrate that everyone is serious about the transaction. You can also use them to uncover topics that require more discussion or negotiation. Lastly, term sheets can act as blueprints for your final contract, saving time and money on legal fees.

06 Tools for Commercialization Conversations

Here you'll find a term sheet template that covers these and many other terms you'll want to align on before moving to a formal contract. Use the term sheet template as a guide to your early stage conversations with buyers, and fill it out as you go. Provide this worksheet along with our contract templates to your lawyer when you are ready to finalize the deal.

Here's what you'll find in the term sheet template:

- **Order Details:** species, quantity, price
- **Timeline:** key dates for outplanting, harvesting, processing, shipping, and payment
- **Logistics:** how and when monitoring, harvesting, weighing, and storage will occur
- **Quality Control:** format, biofouling, temperature requirements, certifications
- **Processing and Shipping:** specifics of how value-added products should be made
- **Chain of Ownership and Responsibility:** who has legal rights to the product and who is responsible for risks and liabilities at each point in the value chain
- **General and Administrative:** legal entities, responsibilities for expenses, how to make changes to agreed-upon terms

Chain of Ownership

In its journey from sea to sale, your kelp will change hands many times. At each transfer point, it is essential to define who owns the product (who has the "title") and who is on the hook for potential risks and liabilities that could impact the product (who has the "responsibility"). Although the transfer of title and responsibility often happen simultaneously, it is not necessarily always the case, particularly when third party logistics providers (like shippers or distributors) are involved.

In addition to talking through the chain of ownership with your buyer with a term sheet, it can be helpful to list out all of the transfer points your kelp will pass through, identify how and when the transfer will occur, and who has title and responsibility for the kelp before and after each transfer. In general, it is advantageous to farmers for the buyer to shoulder the cost and logistics of transportation from as early a point as possible.

For example, in a value chain where a farmer sells raw, unprocessed kelp to their buyer:

Kelp Seed

Ownership and responsibility belong to the nursery until the kelp seed is picked up by farmer. Both transfer to the farmer at the time they leave the nursery with the kelp seed.

Harvested Kelp

Ownership and responsibility belong to the farmer until the kelp is delivered to the processor. At that point, ownership and responsibility of the kelp transfers to the buyer, although the processor may have some responsibility and liability for the kelp depending on the details of their contract with the buyer.

Processed Kelp

Responsibility and ownership of the processed kelp remains with the buyer during shipping, although the shipper may have some responsibility for the processed product depending on the details of their contract with the buyer.

If you decide to retain ownership and responsibility for the kelp throughout processing and/or shipping, make sure that you have clear, well-documented agreements with any contractors you use. In addition to defining quality control processes and end-product specifications, it is very common for such agreements to require that co-packers and third party logistics providers have insurance that would cover any potential issues that might arise while the kelp is in their possession.

Product Specifications & Testing

One of the most important things to establish a mutual understanding about early on is the specifics of what your buyer is looking for. If your buyer has never purchased kelp before, they may not have a clear picture of what their specifications are. In these situations, it is wise to have your preferred or default format specifications ready to share as a starting point. This establishes you as an experienced seller with product expertise, and increases the likelihood that the final product format will be similar to something you are already comfortable delivering. Note that some forms of processing may require you to obtain additional permits or licenses, which can add significant costs and operational complexity to your operation.

Your product specifications should be clearly documented in a specification (“spec”) sheet, also known as a Technical Data Sheet (TDS). Providing this sheet to prospective customers early on helps them understand whether your product suits their needs, and avoids wasted time and energy for both parties. To make a spec sheet, you need to know your product inside and out, and the best way to do that is with laboratory testing.

06 Tools for Commercialization Conversations

While it might be tempting to ask your buyer to shoulder the cost and logistics of testing, GreenWave recommends that farmers pay for their own compositional and safety tests at least once per year because:

1. Kelp composition is highly variable across farm sites. Having a year-over-year record of what's in your kelp can help differentiate it in comparison to kelp grown elsewhere.
2. Kelp composition can be variable within a given site — both year over year and over the course of a single growing season. Knowing how your kelp composition changes over time is critical to being able to sell a consistent product.
3. Building a repository of data that shows that your kelp is free of contaminants and biological hazards could protect you if you ever have a one-off quality issue.
4. Unless you explicitly negotiate otherwise, if a buyer pays for a test, they own the resulting data. This may prevent you from accessing the data, either for your own knowledge or to achieve business goals outside of working with that specific buyer, such as marketing your product to other prospective buyers, obtaining third-party certifications, etc.

That said, every additional test adds cost. Testing for compounds your buyers don't care about, or for contaminants that are extremely unlikely to be found or not a risk for human health is a waste of money. A limited testing budget should be used strategically to capture relevant information about product quality, safety, characteristics most relevant to your target markets.

In our **Cultivated Seaweed Testing Guide**, you'll find additional details on:

- The chemical composition of kelp
- Testing plan considerations
- Sampling plans
- Testing result interpretation
- Sample preparation procedures
- North American laboratories with seaweed testing capabilities and experience
- Developing a specification sheet

Species

First and foremost, make sure you know which species your buyer is after. While sugar kelp is the most widely cultivated, many buyers are interested in alternative and novel species.

Stability

Unless you are selling fresh wet kelp, your product will need to be stabilized in some way prior to reaching the buyer. Common stabilization formats are: frozen, fermented, chemically stabilized, or dried. Buyers of dried kelp will have a moisture content and water activity (a_w) they require in order to assure a truly shelf-stable product.

Format

Format refers to which parts of the kelp are included in the product and the size and shape of those parts. Some buyers will want only the blades, while others are happy to take the whole organism: blades, stipes, and holdfasts. Buyers may ask for kelp to be delivered as whole as possible, or they may want it cut into pieces. Make sure you get as specific as possible with format. For example, does “small” mean 1-inch pieces or ¼-inch pieces? Does “cold” mean 45°F or 35°F?

Certifications

Some buyers may require suppliers to have certifications that verify that the farming operation meets certain third-party standards. Some examples include USDA Organic, ASC-MSC Seaweed Standard, SQF, or B-Corp. Certifications can be expensive and time-consuming, so be sure to ask whether your buyer is able to pay more for a certified product, or help cover the costs of certification directly.

Composition and Contaminant Analysis

Buyers will often require testing to ensure that your kelp has the expected compositional profile, is free of contaminants, and meets regulatory requirements for heavy metals and microbes. As a farmer, you have limited control over the results of many of these tests. The results of the compositional profile and heavy metals tests, for example, are driven by the species you are growing and the contents of the waterbody you are growing in. Short of growing a different species and moving your farm site, the data is what it is.

One exception to this is microbiological testing, which looks for bacteria, molds, yeasts, and other pathogens. Microbes are expected in agricultural commodities, and while some aren't acceptable at any level (e.g. salmonella), others aren't usually a concern unless the levels are extremely high (e.g. coliforms). That said, while microbes can come from the water, they are more often introduced by unsanitary post-harvest handling. Creating and following a food safety plan like HACCP reduces the likelihood that you will end up with microbiological contamination. It will also make it easier to identify where contamination occurred if you do end up with a positive test result.

Heavy metals are found in kelp because of their presence in the ocean water, and, similar to microbes, are not necessarily cause for concern. However, it is important for customers to know what the levels are, so that they can take it into consideration when deciding how much to include in their final products.

Other Specifications

Your buyer may have additional needs based on the markets they are selling into. Particularly when kelp is destined for human food uses, buyers may be concerned with color, taste profile, level of biofouling, or overall cleanliness. For more information on quality considerations for food markets, refer to GreenWave's Hub course on Post-Harvest Handling.

Other things to consider including in a specification sheet include:

- Country of origin
- Sensory characteristics (color, texture, flavor)
- Allergens
- Storage and handling instructions
- Legal disclaimer

Buyers may want to test for different or highly specialized things, depending on their target markets. For example, nutritional supplement manufacturers are required by the Food and Drug Administration (FDA) to verify the identity of any botanicals listed in their products, which is best done via genetic testing. It is perfectly reasonable to ask buyers to pay for these more specific tests, particularly if they are expensive. However, you may want to add a contractual term that requires the buyer to share the test results with you, and allows you to in turn share the results with whomever else you see fit.

Most importantly, be sure to discuss product specifications in-depth with your buyer, and document what you agree upon in your contact. It's far better to uncover misunderstandings or unique requirements early than to face surprises when it's too late to address them. Once you establish product specifications, it's critical to deliver on them consistently. If you encounter an issue meeting a specification during the season, communicate this openly. Your buyer may be flexible on certain specifications, or even be willing to help with the costs or logistics needed to address them.

Contracts

Once you are on the same page with your buyer about the general terms of your agreement, it's time to make it official with a contract—a binding, written agreement intended to be enforceable by law. Contracts get specific about the promises two parties are making to one another as part of their business relationship. A good contract is easy to understand, fair, transparent, and protects both parties equally.

GreenWave has worked with the law firm Perkins Coie to develop a contract template that you can use as a starting point with your buyer. The contract has two parts:

1. **Purchase agreeement**
   Describes the general terms and conditions for your relationship with your buyer.

2. **Order form**
   Specifies the kelp format, volume, price, quantity, timing, and acceptance criteria of a particular transaction.

See the sections below for a step-by-step guide to each part of the contract. Keep in mind that this information is intended as a general guide, and it is not a substitute for professional legal advice. We strongly recommend that you consult with a qualified legal counsel to ensure that all documents and the information contained therein meet your specific needs and circumstances.

As you review this contract with your prospective buyer, it may bring up issues neither of you had considered. Rather than ignore these issues, we strongly recommend talking through them to make sure both parties are aware of potential risks, uncertainties, or other issues that could affect the outcomes of the deal. Omitting or hiding information will not only damage trust, but could also lead to legal issues later on.

Purchase Agreement

Our purchase agreement template is written such that you should only need one per buyer per season. Below is a list of each of the items in the document and a brief explanation of what it means and why it's included. We recommend looking at this list side-by-side with GreenWave's:

Seaweed Purchase Agreement Template

1. **Sale of Goods** - A high-level overview of what this document is about:
   a. A Buyer is going to purchase some Goods (either raw kelp or a processed format of kelp) from a Seller, as described in the attached Order Form(s).
   b. This agreement can be changed, but only via the process outlined in this section.
2. **Delivery** - How and when the product will be delivered to the buyer, who pays, and when ownership and responsibility for the product transfers from the Seller to the Buyer.
3. **Quantity** - The attached Order Form(s) describes the quantity of Goods to be purchased. However, the Seller has the option to deliver and be paid for up to a certain percentage above the quantity stated in the Order Form(s).

4. **Inspection and Rejection of Nonconforming Goods**
   a. How long the Buyer has to inspect and either accept or reject the product, and under what circumstances rejection is allowed.
   b. What happens to the product if the Buyer rejects it.
   c. If the product is rejected, the Buyer cannot pursue any other actions against the Seller (other than not paying for it).
5. **Price** - The price to be paid in the Order Form(s), but does not include taxes. The Buyer is responsible for paying the Seller any required taxes.

6. **Payment Terms** - How many days the Buyer has to pay the Seller, and fees for late payments.
7. **Term; Termination**
    a. The agreement begins on the Effective Date stated within the document.
    b. How and when either party may terminate.
    c. Seller's ability to terminate when/if they realize that they cannot meet the minimum quantity described in the Order Form(s).
    d. When the agreement is terminated, the Buyer and Seller no longer have obligations to one another except payments due for product already delivered.

8. **Confidential Information**
    a. The Buyer and Seller agree not to disclose each other's Confidential Information for a specified length of time.
    b. Confidentiality obligations do not apply if a party discloses information to their lawyer, or as required by a government agency.
    c. Definition of "Confidential Information."
    d. Confidential Information must be returned or destroyed upon the request of the disclosing party, or at the time of termination of the purchase agreement.
    e. General knowledge, skills, and experience are excluded from Confidential Information.
    f. If Confidential Information is disclosed, the affected party may seek a court order against the other.

9. **Warranties**
   a. **By Seller** — Seller promises that they will provide the product as specified in the Order Form.
   b. **By Buyer** — Buyer promises that it:
      i. will comply with all applicable laws in its use of the product.
      ii. has sufficient funds to pay for the associated orders.
      iii. is solvent enough to stay in business after paying for the associated orders.
      iv. assumes full responsibility for distributing the product, and will comply with all applicable laws in doing so.
      v. will ensure the products are properly labeled, in compliance with applicable law.
      vi. will only use the product for its intended purposes.
      vii. (if applicable) is providing a proprietary reagent with the following characteristics, which should be handled in the following ways.
   c. **Seller Disclaimer** — Other than its promise to sell the product as described in the Order Form(s), the Seller makes no promises as to the suitability of the product for the Buyer's end uses (i.e. for particular products).

10. **Limitation of Liability**
    a. Except as described in 10.(b), neither party can be held liable for anything that might go wrong during the course of this transaction, and in no event can either party's liability exceed the amount paid by the Buyer to the Seller.
    b. The parties may still be held liable for (A) anything they have explicitly agreed to compensate the other party for in case of loss, (B) fraud, gross negligence, or willful misconduct, or (C) disclosing confidential information as described in 8.
11. **Indemnification** - Buyer will protect the Seller against any third-party claim related to the Buyer and their participation in this agreement.

12. **Insurance** - Buyer must carry commercial general liability insurance with coverage of at least $1M, and name the Seller as an additional insured.
13. **Entire Agreement** - All terms and conditions are contained in this document (and the Order Form(s)), and this document takes precedence over any other documents or communications, written or verbal.
14. **Survival** - Sections 6, 8, 9, 10, and 11 survive termination/expiration of the agreement.
15. **Notices** - All official communications made under this agreement must be in writing, delivered as specified in this section. Note that email notice is not always enforceable, since it is difficult to prove that the recipient actually received the notice.
16. **Severability** - If any part of the agreement turns out to be illegal, invalid, or unenforceable, the rest of the agreement will remain unaffected.
17. **Amendments** - Amendments to the agreement can only be made in writing and signed by both parties.

18. **Waiver** - If one party violates this agreement, the other party may exercise any right given to them in this agreement. If they choose not to exercise their right in a particular case, it does not mean that they have waived their right to do so in general (unless they explicitly say so in writing). For example, if the Buyer is late on a payment in May and the Seller chooses not to charge them a late fee, the Seller still has the right to charge the late fee if the Buyer is late again in September.
19. **Cumulative Remedies** - If one party violates this agreement in multiple ways, the other party may exercise any and all rights given to them in the agreement to make amends; these rights are not mutually exclusive.

20. **Assignment** - Neither party can transfer any of its responsibilities under this agreement (e.g. the responsibility to purchase the kelp) without written consent of the other party.
21. **No Third Party Beneficiaries** - This agreement is only relevant to the Buyer and the Seller.
22. **Choice of Law** - All legal matters related to this agreement will be handled based on the laws of the state named in this section. The parties can choose alternative dispute resolution instead of going to court. All dispute resolution will occur virtually where possible.
23. **Counterparts** - The Buyer and Seller can sign the document separately. Electronic signatures, transmission, and copies are as valid as an original physically signed copy.
24. **Relationship of the Parties** - The Buyer and Seller are independent contractors and are not agreeing to any other kind of business structure. Neither party has the authority to contract for or bind the other party in any way. The relationship is not exclusive.

Order Form

Our contract template includes two different order forms. You may use multiple order forms per buyer, per season. As a starting point, choose the order form that most closely fits your scenario:

Exhibit A: Order Form (RAW KELP)

When you will be supplying raw kelp, delivered to a dock or other location.

Exhibit B: Order Form (PROCESSED KELP)

Specifies the kelp format, volume, price, quantity, timing, and acceptance criteria of a particular transaction.

Below is a list of each of the items in these order forms, and a brief explanation of what it means and why it's included.

Exhibit A: Order Form (RAW KELP)

1. **Description of Goods** - Description of the species being sold, and the fact that it is to be delivered wet.
2. **Price and Expenses**
    a. Price per pound for the kelp, and re-statement that the Buyer will pay the same price for additional kelp up to the percentage stated in the Purchase Agreement, Section 3.
    b. Expenses the Buyer will reimburse you for.
    c. Expenses that are the Buyer's sole responsibility.
    d. Expenses that you are responsible for. By default, our template includes all expenses associated with farming, harvesting, transportation to and unloading at the Delivery Address, but you should review and revise this based on your unique responsibilities and chain of ownership.
3. **Quantity**
    a. The minimum amount of kelp the Buyer will purchase.
    b. The maximum amount of kelp the Buyer will purchase.
    c. The type of containers the kelp will be delivered in. You may also want to specify how much kelp is acceptable per container.
    d. When and how weighing the kelp will happen.
4. **Timing**
    a. Date by which you agree to commit to a harvest, processing, and delivery window.
    b. Process for modifying the timeline.
5. **Delivery Address** - The location where you will deliver the kelp.

6. **Acceptance Criteria** - The criteria your kelp is expected to meet in order to meet the Buyer's specifications. If your kelp does not meet this criteria, the Buyer has the legal right to reject the order and not pay for it, provided that they document the issue and communicate their acceptance or rejection within a defined time period.

   Our template criteria include:

   a. The kelp will be grown on your farm (not anyone else's, and not wild harvested), and a description of the format the kelp will come in.
   b. The type and quantity of biofouling that is acceptable.
   c. The type and quantity of biofouling that is unacceptable.
   d. The timing of harvest relative to when you will deliver the kelp.
      i. You agree to track and provide documentation of the temperature of the kelp from the time of harvest to the time of delivery. This provides quality assurance to the Buyer and protection for you in the case of quality issues later on.
   e. Time limits and acceptable conditions for storing the kelp between harvest and delivery.
   f. How the kelp will be delivered to the Delivery Address.
   g. Any other criteria the Buyer wishes to add.

Note that our template does not include explicit right to remedy a product rejection, e.g. by replacing it with product that does meet the acceptance criteria. This is something you may wish to add in collaboration with a lawyer.

Exhibit B: Order Form (PROCESSED KELP)

In this order form, the Buyer is paying for a quantity of finished product, not raw kelp. This means that they are expecting you as the Seller to have priced the finished product such that it covers your costs and an appropriate profit margin. It is your responsibility to know your costs and negotiate this price. If there are any costs you are expecting the Buyer to pay above and beyond the per-pound purchase price, they should be itemized in Section 3.

1. **Raw Materials** - List of raw materials to be included in the finished product. To avoid disclosing any proprietary ingredients the Buyer might have, they are referred to in this document as "Special Sauce." You will need all the details on what the Special Sauce is made of in order to safely ship and handle it, but these details do not need to be in the contract itself.
2. **Description of Goods** - Description of the species being sold, and the fact that it is to be processed, packaged, and shipped to the Buyer.

3. **Price and Expenses**
    a. Price per pound for the finished product, and re-statement that the Buyer will pay the same price for additional finished product up to the percentage stated in the Purchase Agreement, Section 3.
    b. Expenses the Buyer will reimburse you for.
    c. Expenses that are the Buyer's sole responsibility.
    d. Expenses that you are responsible for. By default, our template includes all expenses associated with farming, harvesting, processing, packaging, and shipping to the Delivery Address, but you should review and revise this based on your unique responsibilities and chain of ownership.
4. **Quantity**
    a. The minimum amount of finished product the Buyer will purchase.
    b. The maximum amount of finished product the Buyer will purchase.
    c. The type of containers the finished product will be delivered in. You may also want to specify how much product is acceptable per container.
    d. When and how weighing of the finished product will happen.

5. **Timing**
    a. Date by which you agree to commit to a harvest, processing, and shipping window.
    b. Process for modifying the timeline.
6. **Delivery Address** - The location where you will deliver the finished product.
7. **Acceptance Criteria** - The criteria that your raw ingredients (the kelp) and the finished product are expected to meet to fulfill the Buyer's specifications. If your kelp or finished product does not meet this criteria, the Buyer has the legal right to reject the order and withhold payment. Our template criteria include:
    a. The kelp will be grown on your farm (not anyone else's, and not wild harvested), and a description of the format.
    b. The type and quantity of biofouling that is acceptable.
    c. The type and quantity of biofouling that is unacceptable.
    d. The timing of harvest relative to when you will deliver the kelp.
        i. You agree to track and provide documentation of the temperature of the kelp from the time of harvest to the time of delivery. This provides quality assurance to the Buyer and protection for you in the case of quality issues later on.
    e. Time limits and acceptable conditions for storing the kelp between harvest and processing.
    f. Specifications for processing the kelp. The more detail in this section the better, because it ensures there is mutual understanding and ensures you understand the true costs of the process. See example specifications here.
    g. Storage conditions for the finished product in between production and shipping.
    h. Timeline for shipping finished product.
    i. Any other criteria the Buyer wishes to add.

Contract Management

Congratulations, your contract is signed! This is an important milestone, but it is not the end of the road. Your contract represents the promises you've made to your buyer, and it is critical that you follow through on them and hold your buyer accountable to their commitments.

Know your contractual obligations, and have a plan to meet deadlines. Create a digital calendar immediately after signing a contract, add events for each activity or deadline, and invite all of the relevant people to the event. Include:

- Deadlines for termination (7b) or submitting change orders (1b)
- Reviewing insurance documents (12) or other required regulatory requirements with enough time that they can be updated if there are issues
- Timing for agreeing upon harvest and processing dates (Order Form 5a)
- All obligations agreed to in the Order Form around quantity, quality, storage conditions, timing of harvest relative to delivery or processing
- Timing for sending invoices (Order Form 2a) and receiving payment (6)

Set up reminders or intermediate deadlines to ensure you're making progress toward the deadlines. Include reminders to communicate about your progress to your buyer and inquire about any updates or changes on their end. Frequent and proactive communication increases the likelihood that any issues that arise can be caught and addressed early. Remember: the deal isn't done until you fulfill all of your obligations under the contract and receive payment from the buyer.

PART
07

PARTNERSHIPS IN PRACTICE

07 Partnerships in Practice

If you've made it this far, you're well-versed in the details of farmer-buyer partnerships.
Use the prompts and questions below to guide your first few conversations with potential buyers:

Share

- Tell your partner about yourself and business (location, team, years in operation, founding story, what drives you, your mission, vision, and values).
- Share your future plans (what are your 1, 3, 5-year plans, what you're looking for in a buyer partnership).
- Share your projected production volumes and ask the buyer about their purchasing needs.
- Share if you have specific social and environmental benefits you want to highlight as a farm and ask about your buyer's practices. What do they prioritize? What data is needed to back up claims? Are there opportunities for co-branding or joint storytelling?
- Share any logistical needs on both sides and what operational support you might be able to offer (timelines, specific packaging or formats, transportation, etc.).

Ask

- Ask your partner about their motivations, values, and goals to uncover commonalities.
- Ask your buyer how they got started, what stage their business is in, and where they are aiming to be in the next 1, 3, 5, and 10 years.
- Ask buyers about their product development process, sample needs, and timelines.
- Ask about certifications, food safety standards, and quality needs to see where your capabilities align with your potential buyer. If this is something you're willing to work on, make this clear!

Establish concrete next steps—is additional information needed? Will you proceed with sampling? When will you circle back with specific details or set a follow up meeting?

Throughout your sales process, we encourage you to reach out to the GreenWave Market Development (marketdevelopment@greenwave.org) and Farmer Training (farmertraining@greenwave.org) teams for questions, support or feedback on this guide.

GreenWave Resources

Learn More and Find Buyers

- Seaweed Source: A free web app that streamlines connections between active seaweed businesses to align kelp supply and demand.
- Value Chain Coordination: 1:1 consulting with processors and buyers to support North American sourcing strategy and facilitate network connections
- Regenerative Ocean Farming Hub: Curriculum, resources, events, and an online community for farmers, hatcheries, and the seaweed industry at large. See the "Markets and Processing" channel in the Community for post-harvest topics.

In-Guide Resources

- Guide for First-Time Kelp Buyers: A roadmap for emerging kelp buyers to learn about the domestic seaweed industry and direct partnerships with farmers.
- Buyer Personas: Detailed fictional characters that represent the landscape of existing and emerging kelp buyers.
- Sell Sheet Template: Copy this document to include product information for outreach to buyers.
- Annual Farm Calendar Calculator: Copy this calendar and add your farm's information to see a yearly farm schedule.
- Term Sheet Template: A preliminary, non-binding document that outlines the most significant terms and conditions of a proposed business transaction.
- Cultivated Seaweed Testing Guide: A roadmap for lab testing kelp including chemical composition, recommended tests, result interpretation, laboratories, and specification sheets.
- Seaweed Purchase Agreement Template: Outlines the general terms and conditions for your relationship with your buyer. Please make a copy and edit with the guidance of a lawyer based on your agreement with your buyer.

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