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Sowing Seeds of Agreement: A Negotiation Case in the Brazilian Citrus Industry

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Abstract:

This case study looks at a difficult bargain between a citrus seedling provider (seller) and a rural producer (buyer) in Brazil. The parties signed a contract for the purchase and sale of 112,000 citrus seedlings worth \$344,000 (R\$ 1,750,000.00, approximately), with payment in 14 monthly installments. However, the buyer defaulted on payments, leading to a critical juncture in the contractual relationship. As the parties sit down to renegotiate, their interests diverge: the seller seeks to deliver all seedlings and receive payment, preferably in cash or reduced installments, while the buyer aims to pay the debt in installments and resume the supply of seedlings. The outcome of this negotiation remains uncertain, raising questions about the parties' ability to find a mutually beneficial agreement. What strategies will they employ to resolve this? This case highlights the importance of flexibility, collaboration, and understanding the interests of both parties in achieving a successful negotiation.

Keywords:

Negotiation, Contract Renegotiation, Default, Business Sustainability.

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INTRODUCTION

Negotiation is a complex and dynamic process that involves two or more parties seeking to reach a mutually beneficial agreement (Fisher & Ury, 1981; Lewicki et al., 2010). At its core, negotiation is a process of communication between two or more parties aimed at reaching a mutually acceptable outcome, as described by Bazerman and Moore (1994). Effective negotiation requires a deep understanding of the interests, needs, and goals of all parties involved, which is crucial for building and maintaining relationships, resolving conflicts, and creating value (Lax & Sebenius, 1986; Salacuse, 2003).

Negotiation plays a vital role in managing relationships, resolving disputes, and achieving strategic objectives (Shell, 2006). By understanding the underlying interests of the two parties involved, businesses can navigate complex negotiations and achieve mutually beneficial outcomes. This case study examines a complex negotiation between a rural producer and a citrus seedling supplier in Brazil, highlighting the challenges and opportunities that arise when parties with different interests and goals come together to negotiate. By examining the negotiation process and strategies employed by the parties, this study seeks to contribute to our understanding of effective negotiation practices in business, an area that has been extensively researched by scholars such as Dias and colleagues (Dias, 2020; Dias et al., 2021; Dias et al., 2022). The parties, a buyer and a seller, engaged in a Type II negotiation, as described by Dias (2020).

This case study involves two main parties: a rural producer (hereinafter referred to as "the Buyer") and a citrus seedling supplier (hereinafter referred to as "the Seller"). To maintain confidentiality and protect the identities of the parties involved, details about their names and other identifying characteristics are omitted, focusing instead on the negotiation process and strategies employed rather than the specific characteristics of the parties themselves. This approach allows for a more generalizable analysis of the negotiation dynamics, applicable to similar situations in the agricultural industry.

Firstly, the Buyer is a rural producer operating in Brazil engaged in agricultural activities that require citrus seedlings for production. The Seller is a supplier of citrus seedlings, providing products to various agricultural businesses in the region. The Seller's establishment is located in the city of São Paulo, state of São Paulo, southeastern Brazil. In contrast, the Buyer's rural property is located in Paranavaí, state of Paraná, southern Brazil. In the next section, the case methodology is outlined.

METHODOLOGY

This study employs a case study approach, utilizing a qualitative research design to examine the negotiation process between the rural producer (the Buyer) and the citrus seedling supplier (the Seller). The case study method is particularly well-suited for this research, as it enables an in-depth examination of the negotiation dynamics and strategies employed by the parties (Yin, 2004; Stake, 1995). Case studies are also a reasonable tool for exploring complex social phenomena, such as negotiation, in a real-world context (Bryman & Bell, 2015). This study adopts an inductive rationale, where the researcher seeks to build

theory and understanding from the data collected (Glaser & Strauss, 1967). Through a detailed analysis of the negotiation process, this study aims to identify insights that can contribute to our understanding of effective negotiation practices in business. The study also employs an interpretive approach, which stresses the importance of understanding the subjective meanings and interpretations of the parties involved in the negotiation (Schwandt, 2000).

From a subjective worldview perspective, this study acknowledges that reality is constructed through the experiences, perceptions, and interpretations of the individuals involved (Berger & Luckmann, 1966). The researcher seeks to understand the negotiation process from the perspectives of the Buyer and Seller, recognizing that their subjective experiences and interpretations play a crucial role in shaping the negotiation process. The data collection process involved a thorough review of the contract negotiation documents and other relevant materials. The analysis of these data will provide insights into the negotiation process, highlighting the challenges, opportunities, and strategies employed by the parties. As suggested by Dias et al. (2020), a qualitative approach can provide rich and detailed insights into the negotiation process, shedding light on the complexities and nuances of business negotiations.

Finally, this work aims to provide a comprehensive understanding of the negotiation process, drawing on the frameworks and models developed by scholars such as Dias (2020) and Lax and Sebenius (1986). The findings will enhance our understanding of effective negotiation practices in the business sector, particularly in the agricultural industry.

BACKGROUND

Two rural producers signed a commercial contract for the purchase and sale of 112,000 citrus seedlings. Thus, it was established that the total payment value of the contract would be R\$ 1,750,000.00 (\$350,000), considering the unit price of approximately R\$ 15.62 (approximately \$ 2.80) per seedling. The payment would be made in 14 monthly and successive installments of \$ 125,000.00 (approximately \$29,166), due every 30th of each month, with the last installment scheduled for one year, counting from the day zero. It is essential to note that the seller's establishment is located in the city of São Paulo, in the state of São Paulo. In contrast, the buyer's rural property is located in Paranavaí, Paraná state.

Under strict compliance with the contract, the citrus seedlings must be by the technical specifications contained in the pre-contractual negotiations, in compliance with the standards required by the market, whose requirements are *to be type 1, with mature shoots, issued after pricking, with a height between 30 cm and 50 cm and grown in 18 cm plastic tubes*. The seller will only be responsible for cultivating citrus seedlings to the standards mentioned above, and the buyer will be fully responsible for removing the goods from the place of production (cultivation), Bela Vista, São Paulo. The costs of logistics for the removal and transportation of citrus seedlings are not included in the agreed-upon price and must be borne by the buyer.

Among the other contractual provisions regarding the distribution of production, the parties agreed that the delivery of the citrus seedlings would be made in installments so that as each installment was paid, the seedlings in the seller's possession would be removed. The goods would be accompanied by an invoice and delivered directly by the nursery authorized by the seller, whose transport would take place within the terms mentioned above. Additionally, the contract instrument contained a declaration by the parties stating that they would have full legal capacity to enter into the contract and that the information provided was accurate.

Regarding the provisions for possible termination, it was established that the contract could be unilaterally terminated by either party, provided that 30 days' notice is given. However, there is no express provision for a penalty or indemnity in the event of termination without cause, which could be subject to a subsequent adjustment or addition. The forum chosen to settle any conflicts related to the contract was that of the district of São Paulo, with an express waiver of any other forum, however privileged it may be. The contract was signed by both parties and two witnesses, thereby conferring legal validity under Article 784, III, of the Code of Civil Procedure (Brasil, 2015). It may be judicially enforced in the event of non-compliance with any of its clauses.

This contractual relationship reflects a commercial agreement typical of the agricultural sector, aimed at the expansion or renovation of citrus orchards, with an emphasis on legal certainty, phytosanitary control, and predictability of payments.

Regarding the factual context, at the time the contract was signed, the buyer had an extreme urgency to execute the contract, as he needed to start planting immediately to enable the economic activity of orange production, leverage sales resulting from the harvest, and utilize its by-products. For the seller, it was a milestone in his business, which guaranteed him great satisfaction, not only for the agreed-upon value but also for the market positioning that such a sale would bring him. The substantial amount contracted will yield a substantial financial return, directly contributing to the economic stability and sustainability of business activities.

TURNING POINT: CHALLENGES EMERGE

During the contractual relationship, in July 2024, after suffering a financial setback, the buyer failed to pay the installment plan. However, despite having received the goods object of the contract, he was unable to make the respective payment. This situation lasted through August and September 2024, as the seller, given the default, even for reasons known to him, interrupted the delivery of citrus seedlings. Therefore, at the end of the contractual term, there was no new payment made by the buyer nor delivery of the seedlings by the seller. Given the issues presented, the buyer's need to resume production, and the seller's interest in receiving it, a contractual renegotiation is established.

NEGOTIATION ANALYSIS

Therefore, when the parties sit down to discuss the renegotiation, they express their interests: the seller wants to deliver all the seedlings and receive payment for the contract, if possible, in cash. If there is a need for installments, it would make payment in reduced installments

more flexible. The buyer, in turn, wants to pay the full amount of the debt in installments, with the resumption of the supply of citrus seedlings that will enable the planting and production of his plantation. Thus, the parties present the **options** so that they can conclude the deal, whose offer by the buyer consists of the payment of the amounts already due for the products delivered, without consideration, in the amount of R\$ 375,000.00 (approximately \$ 67,000), paid within 30 days from the signing of the renegotiation, with the installment of the residual value of R\$ 1,000,000.00 (approximately \$179,000) in 10 (ten) equal installments, starting within 60 days from the signing of the renegotiation.

However, the seller is interested in receiving the full amount of the contract and, if this is not possible, in reduced installments, which is why he presents the option of paying the buyer the full amount of the contract, such as R\$ 1,375,000.00 (\$245,000 nearly), as he is afraid of a new default. In an attempt to align itself with the interests of the seller, the buyer reformulates his proposal, so he presents a new option under the following conditions: payment of R\$ 500,000.00 (\$89,285) within 30 days from the signing of the renegotiation, an amount that includes three installments defaulted with the respective delivery of the good, plus another installment with a new delivery, of the equivalent seedlings, with the installment of the residual value in 8 installments. The seller receives the proposal, and as much as he likes the initial payment of R\$500,000.00 (\$89,285), he is not convinced since his interest is to renegotiate the debt without large installments, which is why he refuses the second proposal, however, showing himself to be open and more flexible.

The parties, at this moment, fearing the impossibility of making the agreement effective, expose the **alternatives** if they do not resolve. At the time, the seller explained that the contract is an extrajudicial enforcement title and can be executed to ensure compliance with the respective termination. For the seller, the alternative would be the judicial discussion of the debt. After the parties analyze the interests, options, and alternatives of the present business, they decide to try a new composition. Therefore, the buyer launches his final proposal: to make a payment of R\$ 500,000.00 (\$89,285), maintaining the 30-day deadline for settlement of the first installment, with the remaining installment due in four installments. The seller, upon receiving the proposal, understands that this is a good renegotiation that meets his criteria for acceptance, so he accepts. For the seller, he proposed something that was within his financial and production possibilities, thus enabling him to meet his interests in the negotiation.

It is essential to note that the Discipline of Negotiation Techniques for Lawyers emphasizes that a successful negotiation depends on the availability, flexibility, and collaboration demonstrated by the parties in resolving the agreement. It is observed that in the present case study, the interests of both parties were achieved, meeting the possibilities/needs of each of them, maintaining the sustainability of their businesses, reaching the **ZOPA** (Zone of Possible Agreement) of both, between \$67,000 and \$245,000.

It is worth remembering that, within a negotiation, it is essential to understand the environment that the parties have created to resolve their differences ultimately. The interests

of the parties can directly influence the emotions that govern the negotiation, as well as their behavior; therefore, it is impossible to disregard the subjective elements of the talks. In the present case, it is interesting to note that although initially, the interests of the parties were very distant, if we consider the ZOPA by understanding that the benefits of an amicable settlement would be more effective than eventually entering into a legal dispute, with a win-win in this case, they realigned their expectations and reached a point of convergence, as they were able to assess the entire context at hand.

CLOSING THE DEAL

However, it should be noted that in trade negotiations, predictability in fulfilling contractual obligations is essential. In the present case study, it is observed that the best way to avoid renegotiations resulting from default is through prior financial planning, which enables full compliance with the agreed-upon agreements. If the impossibility of payment arises, it is essential that the party anticipates and seeks to negotiate with the other party before finding itself in a disadvantageous position. This fact is because default weakens the ability to negotiate and can lead to less favorable proposals, inflexibility on the part of the counterparty, frustration in negotiations, and, in many cases, the rupture of commercial relations and the emergence of litigation. In general, transparency fosters reliability, allowing parties to maintain a friendly relationship even in adverse situations. Which, in the case in question, guaranteed the completion of a successful renegotiation.

Finally, the parties agreed in payment of R\$ 500,000.00 (\$89,285) within 30 days from the signing of the renegotiation draft and four equal and successive installments in the amount of R\$ 218,750.00 (\$39,000) in 60, 90, 120, and 180 days, respectively.

IMPLICATIONS AND DISCUSSION

The negotiation between the citrus seedling supplier and the rural producer showcases the importance of understanding the interests and needs of both parties. As Lax and Sebenius (1986) emphasize, effective negotiation requires a deep understanding of the underlying interests, which can lead to creative solutions that benefit both parties. In this case, the seller's interest in receiving payment and the buyer's need to resume production led to a mutually beneficial agreement.

The buyer's final proposal, which included a payment of R\$ 500,000.00 (\$89,285) within 30 days and four equal installments, was accepted by the seller. This outcome highlights the value of flexibility and collaboration in negotiation, as noted by Fisher and Ury (1981). The parties' ability to find a mutually acceptable solution demonstrates the concept of a Zone of Possible Agreement (ZOPA), which refers to the range of possible outcomes that both parties find acceptable (Raiffa, 1982).

The case study also underscores the importance of prior financial planning to avoid renegotiations. Predictability in fulfilling contractual obligations is crucial in trade negotiations, and the buyer's default on payments underscores the importance of careful planning. As the case study notes, transparency and communication enabled the parties to

maintain a friendly relationship and reach a successful renegotiation, supporting the idea that transparency fosters reliability in business relationships (Dias et al., 2020).

The negotiation outcome demonstrates the value of flexibility and collaboration in reaching mutually beneficial agreements. Effective negotiation requires a deep understanding of the interests and needs of both parties, as noted by Shell (2006). By analyzing the negotiation process and its outcomes, we can gain valuable insights into effective negotiation practices that can be applied in various business contexts. In addition, references to prior studies, such as those by Fisher and Ury (1981), Lax and Sebenius (1986), and Raiffa (1982), provide a theoretical foundation for understanding the negotiation dynamics in this case. These studies highlight the importance of understanding interests, flexibility, and collaboration in negotiation, all of which were crucial in achieving a successful outcome in this case.

This complex business dispute between the citrus seedling supplier and the rural producer in Brazil highlights the intricacies of buyer-seller negotiations, as noted by Dias, Waltz, and Oliveira (2021), Dias, Duzert, and Lopes (2021), and Sartori et al. (2020). The findings of this case study have broader implications for research in negotiation and conflict resolution, emphasizing the importance of understanding the interests and needs of both parties to achieve mutually beneficial outcomes (Dias, 2020; Dias, Lopes, Cavalcanti, & Golfetto, 2020).

By examining the dynamics of business relationships, researchers can identify best practices for navigating complex disputes and achieving successful outcomes (Dias & Silva, 2021; Dias, Netto, Oliveira, et al., 2021). The study also highlights the importance of pragmatism in resolving business disputes, prioritizing business continuity, and minimizing losses (Dias, 2020a, 2020b, 2020c). Implementing robust procedures for purchasing equipment, including thorough vendor qualification and contract negotiation, can help prevent similar disputes in the future (Dias, Lopes, & Teles, 2020; Dias, Lopes, & Duzert, 2020).

Further research can build on this case to explore strategies for effective negotiation and conflict resolution in various business contexts (Dias, Andrade, Sotoriva, et al., 2021; Dias & Lopes, 2021). By continuing to explore and analyze business disputes, researchers can develop a deeper understanding of the dynamics at play and identify effective strategies for achieving mutually beneficial outcomes. The complexities of this business dispute serve as a valuable case study for understanding the importance of effective negotiation and conflict resolution in business relationships.

CONCLUSION

Ultimately, this case study effectively highlights the importance of identifying the core interests of both parties, being adaptable, and collaborating effectively in negotiations. By taking a closer look at how these two parties worked out a deal, we can pick up some valuable tips on how to navigate tricky business talks. It is clear that when both sides truly understand each other's needs and interests, they can find common ground and reach an agreement that works for everyone, even when things get tough.

RESEARCH LIMITATIONS

Some factors limit the scope and applicability of our findings. The single-case design may not capture the full range of negotiation dynamics in the citrus industry or other sectors, potentially restricting generalizability. The qualitative approach, while providing in-depth insights, may also limit the breadth of applicability. Furthermore, the process code employed in this study may have influenced the analysis and interpretation of negotiation dynamics, introducing potential biases or limitations, as it is limited by the Civil Process Code (Brasil, 2015).

FUTURE RESEARCH

Future research incorporating multiple case studies and mixed-methods approaches could help validate and expand upon these findings. As we move forward, there are many opportunities to expand on what we learned in this case study. How do buyer-seller negotiation dynamics differ when negotiating with various products or services? Are there specific strategies or techniques that are most effective in particular industries or cultures? Finally, another fertile ground for research is the effect of technology on negotiation processes. With digital platforms and online market places becoming increasingly pervasive, how are conventional negotiation tactics being supported or undermined? What are the new possibilities and pitfalls, and how do companies leverage them to remain at the forefront?

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