

# GENERAL CONDITIONS OF PURCHASE OF COFFEE BEANS

*incorporated into and form part of the contract overleaf*

## 1. ECOM SUPPLIER CODE OF CONDUCT AND PRINCIPLES

In performing its obligations under this contract, Seller shall: (a) comply with the ECOM Supplier Code of Conduct (incorporated by reference and found at <https://www.ecomtrading.com/about-us/ethics-and-compliance/>); (b) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force; and (c) all applicable local laws. Buyer may terminate this contract with immediate effect by giving written notice to Seller if Seller acts in breach of these provisions and/or the ECOM Supplier Code of Conduct.

Seller shall supply goods in compliance with all applicable regulations (including those at origin and at destination), including but not limited to any deforestation regulations. Upon request and in any event together with shipping documents, Seller shall provide all declarations and supporting documentary evidence required by such regulations. To the extent Buyer, acting reasonably, believes any goods proposed to be supplied do not comply with the relevant regulations, or Seller does not provide in a timely manner relevant declarations or sufficient data points to Buyer's reasonable satisfaction, Buyer reserves the right to terminate the contract or any part of it with immediate effect in accordance with paragraph 4 below

Seller represents and warrants that neither it nor any of its officers, employees or other persons associated with it: (a) has been convicted of any offence involving slavery and human trafficking; and (b) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

## 2. SANCTIONS

For the purposes of these general conditions, "**Sanctions**" means all resolutions, decisions, decrees, laws, regulations and rules of the European Union, Switzerland, the United Kingdom and the United States of America relating to anti-terrorism measures, sanctions, trade embargoes, foreign export and trade controls and/or international boycotts of any nature. A party ("**Affected Party**") shall immediately notify the other party ("**Non-affected Party**") if the Affected Party or any of its officers, employees or other persons associated with it breaches or is affected directly or indirectly by Sanctions (which shall include but is not limited to becoming a "Specially Designated National" as per the US Department of the Treasury Specially Designated Nationals and Blocked Persons List, a "Designated Person" as per the EU consolidated list or designated in any way for any Sanctions purposes by any applicable authority (a "**Sanctions Event**"). The Non-affected Party may terminate this contract with immediate effect if there is a Sanctions Event. If the Non-affected Party reasonably considers that the Affected Party or any of its officers, employees or other persons associated with it has exposed or is likely to expose the Non-affected Party to any risk of directly or indirectly breaching any Sanctions, Affected Party shall, if Non-Affected Party requires, engage with Affected Party to agree how to continue this contract without breaching any Sanctions, failing which Non-Affected Party may terminate this contract with immediate effect. Nothing in this condition shall be taken to limit or prevent the operation of the doctrine of frustration in relation to this contract. Should payment for the goods be impeded by the Sanctions, Buyer shall not be obliged to make payment unless it can do so without breaching Sanctions and in such an event, Buyer shall be entitled to terminate the contract with immediate effect pursuant to paragraph 4 below.

## 3. SHIPMENT INSTRUCTIONS AND OTHER DOCUMENTS

Seller must ship as per Buyer's instruction, to be confirmed by Buyer in writing through shipment instructions. Such instructions shall be a condition of this contract.

If any of the shipping instructions communicated by Buyer are not met by Seller, Buyer shall be entitled to claim for damage to the goods and costs and expenses arising as a result of such non-compliance without prejudice to any other rights and remedies available to Buyer under this contract and/or applicable law.

Buyer is entitled to appoint its own representative to oversee preparation and shipment, at Buyer's own cost. In all events, containers are to be sealed correctly and locked. Any costs resulting from

incorrectly sealed containers may be charged to Seller. Stuffing material for all shipments must be easily removable during discharge, incurring no extra costs. In case of extra charges resulting from cleaning, Buyer is entitled to charge these costs to Seller.

Negotiable Bills of Lading (B/L) must be clean and specify "shipped on board". Net weight must be shown on B/L per container and in total. For all shipments, the shipping documents must include the geolocation of all plots of land where the relevant commodities were produced and due diligence statements, as relevant.

## 4. TERMINATION

Without limiting any other right or remedy available to it, including (without limitation) the right to terminate this contract in response to a repudiatory breach by Seller, Buyer may terminate this contract with immediate effect with no liability relating to any non-delivered goods and with all costs and consequences (including but not limited to contract/market price differential, detention costs, shifting costs and deviation costs) to be for Seller's account (including the repayment of any advance payments) by giving written notice to Seller if Seller: (i) fails to perform any obligations in this contract which remain unremedied following 14 days' notice, including but not limited to production of shipping documentation and/or any obligations in respect of compliance with relevant regulations; or (ii) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts. Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this contract which existed at or before the date of termination.

## 5. GENERAL

These general conditions are incorporated into and form part of this contract, together with the provisions set out overleaf. They apply to this contract to the exclusion of any other terms that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

These terms constitute an offer by Buyer to purchase the goods in accordance with the provisions set out overleaf and in these general conditions. Failure to return this contract or failure to make prompt correction in case of error will be understood as Seller's acceptance of the terms and conditions of this contract. A variation to this contract shall only be valid if it is in writing and is approved in writing by a duly authorised Buyer representative.

Buyer may perform any obligation or exercise any right under this contract by itself or through any of its group acting as its agent.

Rights of Buyer and its group under this contract are in addition to any other rights and remedies Buyer or its group may have.

No delay, failure or omission to enforce this contract or any forbearance granted by Buyer and/or any of its group in respect of any obligation of Seller shall operate as a waiver unless the waiver is expressly set out by Buyer or the relevant group company in writing. No waiver by Buyer or any of its group of any breach of an obligation of Seller under this contract shall constitute a waiver of any prior or subsequent breach by Seller. No single or partial exercise of a right or remedy under this contract shall preclude or restrict the further exercise of that or any other right or remedy.

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, then it shall be severed and the validity and enforceability of the remainder of the terms shall continue in effect.

In the event of any conflict between this contract (including these terms and conditions) and those contained in the European Contract for Coffee as published by the European Coffee Federation in force at the date of this contract, the terms of this contract shall prevail.