



KONINKLIJKE DOUWE
EGBERTS

KDE GREEN COFFEE SOURCING TERMS

Category: Standard Terms & Conditions of Purchase
Global Responsible: Coffee & Tea Sourcing
Global Accountable: Supply

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Contents

Purpose and Scope.....	2
Supplier Code of Conduct & Applicable Policies	2
1. Contract Foundations.....	2
2. Contract Procedures	2
3. Quality Procedures	3
4. Shipment Procedures - General.....	5
5. Shipment Procedures – Specifically from Indonesia, Laos and Vietnam	7
6. Shipment Procedures – Specifically from Brazil.....	7
7. Shipment Procedures – Specifically to Russia (JDE RUS)	8
8. Shipment Procedures – Specifically to Morocco (JDE MA).....	9
9. Shipment Procedures – Specifically to Malaysia	10
10. Delivery Procedures – General.....	11
11. Pricing and Invoicing Procedures	12
12. Responsible Sourcing Procedures.....	13
13. Sanctions Compliance	14
14. Cargo Information.....	15
15. General Information.....	16
Appendix: Container/Trailer Equipment Seals	17
Appendix: Securing Big Bags in a Container	18

PURPOSE AND SCOPE

To create a foundation of understanding, any green coffee sourcing contract concluded by Koninklijke Douwe Egberts B.V. ("Buyer") shall be subject to these KDE Green Coffee Sourcing Terms as well as the European Standard Contract for Coffee (ESCC) general conditions as per latest edition of the European Coffee Federation (ECF), hereinafter jointly referred to as: the "Sourcing Terms." In case of conflict between the KDE Green Coffee Sourcing Terms and the ESCC general conditions, the KDE Green Coffee Sourcing Terms shall prevail. The applicability of any other general terms (including but not limited to those of Seller) is hereby explicitly excluded.

SUPPLIER CODE OF CONDUCT & APPLICABLE POLICIES

Seller represents and warrants that Seller is and will continue to be in full compliance with the JDE Peet's Supplier Code of Conduct, Responsible Coffee Sourcing Principles, Forest -, Human Rights -, and Speak-up Policy as published on JDE Peet's website <https://www.jdepeets.com/about-us/policies/>. Seller shall have in place its own policies, processes (including a due diligence process), procedures and grievance mechanism to ensure compliance with JDE Peet's Policies and Principles. Seller must provide Buyer with relevant documentation on demand or further to the requirements of a specific contract to demonstrate due diligence undertaken and take preventive or corrective action in order to meet compliance.

Seller and Buyer represent and warrant that to each other that it is fully aware of and will comply with, and in the performance of their obligations will not take any action or omit to take any action that would cause either Buyer or Seller to be in violation of, (i) the U.S. Foreign Corrupt Practices Act or (ii) any other applicable anti-corruption Laws. Seller shall accept and support any audits by Buyer or by any third party nominated by Buyer. Seller and/or any shipper, shipping lines, warehouse keepers and forwarders engaged by Seller shall adhere to the conditions set by the latest version of Union Customs Code (UCC) any modernizations thereof and all information requirements specified therein.

1. CONTRACT FOUNDATIONS

- 1.1 Seller commits that contracted green coffee shall be sound, merchantable and in compliance with all regulatory requirements of the EU unless otherwise agreed upon in writing. Such regulatory requirements can entail Seller's obligation to provide Buyer with accurate, complete detailed traceability information and required due diligence. Seller shall comply with all applicable regulatory and legal trade, import, export goods requirements and cooperate with Buyer to compose due diligence statements or similar documentation as required by applicable law.
- 1.2 Delivery shall be according to standard International Chamber of Commerce (ICC) Incoterms (latest version) as agreed between parties and confirmed in the contract. Contracts shall be governed by the laws of Germany (an EU Member State). Any disputes ensuing from or relating to a contract shall be exclusively submitted to the Court of Arbitration of the German Coffee Association at the Chamber of Commerce in Hamburg, Germany, without prejudice to Buyer's right to obtain a preliminary injunction at any court of law. The rules of the board of arbitration of the Deutscher Kaffeeverband shall apply. The language of the proceedings shall be English. The seat of arbitration shall be Hamburg, Germany.

2. CONTRACT PROCEDURES

- 2.1 Buyer will issue a formal written contract for business concluded. Seller shall strive to communicate their contract reference within one (1) calendar day of business conclusion via email. A copy of the Buyer's contract, signed by an authorized representative of the Seller should be returned within three (3) calendar days of receipt by email to Buyer. Buyer's contract and Sourcing Terms and Conditions are always leading.
- 2.2 In case of a breach of contract, Seller shall reimburse Buyer for all damages resulting from non-compliance, including but not limited to resulting from unavailability of product at time of contracted shipment, an incorrect practiced fumigation, product without sustainability registration as called for within the original contract terms, defect in quality vs the specification contracted, outright rejection and/or untrue or dishonest reporting. Damages may include though not limited to demurrage and detention costs, impact to roasting operations or commingled stocks, supplemental purchase premium (both underlying futures and differential) of replacement material supply and are claimed notwithstanding any other remedies available to Buyer. A firm but fair mentality will be applied by the Buyer in establishing, at Buyer's discretion, the value of damages which will be communicated via a claim. Lapse of any rejection or claim time limits shall not impair Buyer's ability to claim damages in accordance with this clause 2.2 as each individual event will be given appropriate time and attention to evaluate.
- 2.3 Seller shall settle claims of Buyer within fourteen (14) calendar days from receipt of claim unless stated otherwise with adjustments made to account for the impact of original payment term agreements. The Buyer's claim shall not be exposed or subject to time required to pursue recourse against third parties to recover the claim.

- 2.4 Amendments to an existing contract must be in writing and must be finalized by a commercial Buyer associate only vs other representative of JDE Peet's such as Quality or Supply Chain associates. This includes changes such as, though not limited to, volume, price, month of shipment, quality specification.
- 2.5 Seller shall not be entitled to assign, pledge, or otherwise transfer any of its rights or obligations relating to the contract to another party without prior written approval from Buyer. Seller is not entitled to suspend or withhold delivery, payment, or any other obligations. Buyer can set off or withhold payment against outstanding obligations of Seller (or an affiliate of Seller) towards Buyer (or an affiliate of Buyer). Seller shall not retain title or have any liens to green coffee after delivery. Buyer can terminate the contract if Seller (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (iv) takes any corporate action for its winding-up, dissolution or administration, (v) makes any material misstatement as to its financial condition, or is subject to any equivalent or comparable measure under applicable law.
- 2.6 Buyer shall conduct annual business reviews to evaluate Seller's performance and assess the potential for future business collaboration. The Seller is expected to complete associated surveys accurately and in full, and to submit requested information within the timeframe stipulated by Buyer. Buyer expects timely and thorough participation in these surveys and reserves the right to take appropriate actions should responses be significantly delayed or incomplete. The primary goal is to work collaboratively to address any concerns and ensure mutual success.

3. QUALITY PROCEDURES

- 3.1 Seller shall be held responsible for any quality rejections including not adhering to the sampling protocol and for any quality deviation (such as, though not limited to, physical or cup defects, foreign smell, mold and damaged beans, infestations and/or off-flavors) up to destination (regardless of the applicable Incoterm). In case the receiver location provides notice of a deviation of the received quality versus a previously approved pre-shipment sample, Buyer reserves the right to claim or reject the associated green coffee concerned quantity as non-compliance to original contract terms and may pursue damages as noted in 2.2.
- 3.2 In case of rejection at destination, Seller is responsible to provide replacement green coffee at its cost, within the time mutually agreed. A delay in replacement may present additional costs which will be claimed from Seller due to non-compliance.
- 3.3 Buyer will not accept genetically modified green coffee against any contract. The delivered green coffee must adhere to all applicable regional and local legislation of the destination country, including compliance with established food safety standards, and must be free from any form of adulteration. Seller declares to be aware that lab analytical testing can be applied as assurance by the Buyer. Buyer reserves the right to unconditionally cancel the relevant contract in case of violation. All costs and consequences of such a cancellation will be for Seller's account as per 2.2.
- 3.4 Unless instructed otherwise in writing, the pre-shipment sample must be sent prior to the shipment period to JDE Peet's Utrecht. The pre-shipment sample must meet the following requirements:
- Three hundred grams (300g) per purchase order, covering maximum ten (10) containers.
 - For Organic certified green coffee, the pre-shipment samples must be one (1) kg per purchase order as additional testing may be required.
 - Seller shall ensure that the pre-shipment sample arrives at JDE Peet's Utrecht latest twenty-one (21) calendar days before the scheduled shipment date, but not earlier than forty-five (45) calendar days prior to the scheduled shipment period to ensure proper representation of tendered product.
 - Seller shall ensure that the pre-shipment sample label shall be marked with contract reference/PO number. As and when the situation may require, a change in sampling procedure may be requested by Buyer and shall be instructed in writing.
- 3.5 The moisture content of any consignment of green coffee shall not exceed twelve and one-half percent (12.5%) on arrival, unless agreed otherwise in writing in the contract, based on the norm ISO 6673.
- 3.6 Only pest-free green coffee shall be shipped. To avoid cross infestation only use clean pest free cardboard. In cases where live insects are found during quality control at destination, the costs of removal/fumigation will be borne by Seller unless proof that green coffee and cardboard has been properly fumigated is presented to Buyer.
- 3.7 Where fumigation is required, it must always be performed prior to shipment and prior to stuffing. It is required that the green coffee is aerated for at least forty-eight (48) hours after fumigation process, prior to stuffing. Since fumigation does not have a residual activity, all actions must be taken to prevent cross and re-infestation of the fumigated green coffee. Fumigation residue of any kind is not allowed in the container. If fumigation residue is found inside the container or signs indicate that fumigation has taken place inside the container the Buyer shall be entitled to reject the container.
- 3.8 Methyl Bromide for fumigation is strictly prohibited. Preferably aluminum phosphate or magnesium phosphate products should be used as fumigant material. Application of fumigation actions must not render organic integrity

of product void where applicable. Seller is expected to fully understand and adhere to organic certification requirements as dictated by both origin and destination of product.

- 3.9 An official fumigation certificate issued by a licensed professional fumigator must be enclosed within the original shipping documents, i.e., Bill of Lading. All local legal fumigation regulations/requirements must be followed.
- 3.10 For all shipment contracts, arrival samples for final approval will be taken upon arrival at the port of destination. Each shipment sample must be identified as per the sample label template. The costs for taking outturn samples are for the account of Buyer. In case of divergence versus the original sample, Buyer reserves the right to reject the container(s). All costs and consequences of a rejection will be for Seller's account as per 2.2.
- 3.11 Green Coffee Sample Label Templates: TYPE, PRE-SHIPMENT, SHIPMENT, OFFER/SPOT

Seller is expected to and will be held responsible for sampling performed by their nominated warehouse. Samples received which do not comply with Buyer's sampling instructions will not be evaluated.

TYPE SAMPLE	
Supplier	
Shipper	<If possible>
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Warehouse	<If possible>
Port of Destination	<If possible>
Contact	<Name> <Phone number>

PRE-SHIPMENT	
Supplier	
Shipper	<If possible>
Contract ref	100xxxx.xx
Logistic ref (start with "59")	59000xxxxx
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Represented volume	
Contact	<Name> <Phone number>

SHIPMENT SAMPLE	
Supplier	
Contract ref	100xxxx.xx
PO number	
Logistic ref (start with "59")	59000xxxxx
Terminal location	
Container Ref	
ICO Marks	<If possible>
Origin	
Quality description	
Certification	
Represented volume	
Contact	<Name> <Phone number>

OFFER/SPOT SAMPLE	
Supplier	
Shipper	<If possible>
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Glyphosate report	
Represented volume	
Warehouse	
Port of Destination	
Contact	<Name> <Phone number>

- 3.12 If Buyer detects a deviation in product quality compared with the contracted specification upon cargo arrival at destination, the coffee cargo is deemed unsuitable for its original contractual purpose. In such cases Buyer shall, at its discretion, either reject the material or accept the material under claim. In case of rejection, Buyer's decision is final, and Buyer shall be under no obligation to resample for reconsideration. In case of an acceptance under claim, Parties shall follow Buyer's process to enable commercial negotiation as the relevant material will not hold the same value as the specification originally contracted.

If rejected:

- Rejection period spans twenty-eight (28) calendar days from the final arrival date at the port of destination, in accordance with Article 24 ESCC.
- Upon identification of rejection, the Buyer (Quality team) will promptly notify the Seller and provide the following information: PO number, contract number, container number, origin, quality description, quantity, defect description, container number, location, whether the cargo was customs cleared or not.
- Buyer will not dispatch samples to the Seller.
- Seller shall acknowledge and respond within forty-eight (48) hours of receiving Buyer's initial notice.
- Following acknowledgement, Buyer (Commercial team) and Seller will engage in discussions to mutually agree on a replacement contract within five (5) business days.
- Upon Seller's acknowledgment, Buyer (Finance/Logistics team) endeavors to notify the logistics service provider to expedite the release of the container back to supplier within forty-eight (48) hours.
- Simultaneously, Buyer (Finance/Logistics team) will issue, as soon as reasonably practicable, debit notes for (1) purchase price of the affected coffee cargo, (2) freight costs, (3) additional handling costs, and (4) upon receipt of final invoice from the shipping line: detention and demurrage costs.

If accepted under claim:

- Claim period spans twenty-eight (28) calendar days from the final arrival date at the port of destination, as outlined in Article 24 ESCC.
- Upon identification of the potential to accept under claim, Buyer (Commercial team) endeavors to promptly notify the supplier and provide the following information: PO number, contract number, container number, origin, quality description, quantity, defect description, container number, location, if customs cleared.
- Buyer shall dispatch representative sample(s) of the claimed coffee as soon as possible to Seller.
- Seller shall acknowledge and respond within forty-eight (48) hours of receiving the initial notice.
- Buyer (Commercial team) and Seller will reach an agreement on the acceptance under claim, or not, within seventy-two (72) hours of the representative sample arriving at the Seller's location.
- Upon reaching agreement, Buyer (Finance/Logistics team) endeavours to issue a debit note for the claim to Seller within forty-eight (48) hours. If applicable, detention and demurrage costs will be charged back to Seller until the date of claim settlement.
- In the event that an agreement cannot be reached, the coffee in question will be deemed as a rejection with release, replacement and debit note actions taken as outlined above.

4. SHIPMENT PROCEDURES – GENERAL

- 4.1 Seller must confirm the origin latest forty-five (45) calendar days prior to shipment. Shipments are by default qualified as container yard to container yard. All shipments shall be made under FCL/FCL terms, unless agreed

otherwise in writing in the contract. If the green coffee is not shipped under FCL/FCL conditions, the costs shall be borne by Seller.

- 4.2 The destination is at Buyer's option however Seller must arrange for all matters and formalities, such as all required documentation called for by destination customs agency or other competent authority empowered under the laws of said destination, related to any shipment and must confirm the port of loading at least thirty (30) calendar days prior to shipment period.
- 4.3 If the Shipper is not equal to the Seller, the name of the Shipper must be provided to the Buyer at least thirty (30) calendar days prior to the first (1) day of contractual shipment period.
- 4.4 The total contractual quantity must be available at the first (1) calendar day of the agreed shipment period. Buyer will nominate carrier and vessel and provide shipment instructions to the Seller or may choose to book direct providing related details/confirmation to the Seller.
- 4.5 Unless otherwise agreed in writing Seller shall process the booking through the Cargoo on-line platform in order to secure the necessary freight space for shipment within the contractual shipping period. If Seller is unable to place the freight booking as per instructions, Seller must notify Buyer without delay. Both parties shall then consult with each other in an effort to establish an alternative solution satisfactory to the Buyer. If a shipment delay of fourteen (14) calendar days after the expiry of the last day of the agreed contractual shipping period, Buyer shall have the right to apply a late shipment claim or annul the contract and all damages resulting from a non-compliance shall be subject to Buyer's claim process as per 2.2.
- 4.6 The conditions of container and all material for bulk and bag shipments must be proven sound for food grade, i.e., clean, watertight, dry floor, technically impeccable, without holes, intact door locks, rubber packing, intact rubbers, and handles, free from labels such as IDMG/IMCO, odourless, previous loads with all chemicals are prohibited. 'Brand-new' equipment is only allowed if painted with solvent free/food grade paint. In case these conditions have not been met, Buyer is entitled to (A) put the green coffee at the disposal of the Seller at their cost and (B) shall be entitled to receive replacement free of charge, without prejudice to any other rights and remedies available to Buyer under the contract and/or applicable law.
- 4.7 Stuffing material for bulk/liner bag shipments must be strong polypropylene bulk bag with resistant built-in bulkhead, properly fixed, equally levelled surface. Ropes/belts thickness used must have the capability to hold the bulk bag with the green coffee always filled in until the green coffee is unloaded at destination. Doors must close easily, even after sampling at destination, sufficient resistant, no bars (e.g., wooden beams, iron bars) are allowed. The use of dry bags is prohibited. In case of violation of these requirements, e.g., the doors cannot be closed properly after taking the sample on arrival at destination, Seller shall be accountable for the occurred costs including e.g. the loss of green coffee. In the event of shipment in big bags, Seller to fully adhere to the specific guidelines as described in the Shipping Instruction (LSI).
- 4.8 The green coffee cargo needs to be protected on all sides, top and bottom with three-layer (3mm – 28 pieces) cardboard, leaving ventilation holes open. The cardboard for bulk and bag shipments must be easily removable (e.g., no glue) and free from animals or pest during discharge with no extra costs to be involved. In case of extra charges resulting from cleaning, Buyer is entitled to charge these costs to Seller.
- 4.9 The containers must be sealed correctly – as outlined in the Appendix. The seal number should be reflected on all required documents, such as the Bill of Lading. Any costs resulting from wrongly sealed containers will be charged to the Seller accordingly.
- 4.10 Seller must ship as per Buyer's shipment instruction, to be confirmed by Seller in writing through a Shipment Advice, including a copy of the Bill of Lading. Shipment Advice must be sent by Seller to Buyer latest five (5) calendar days after shipment date.
- 4.11 If upon arrival/unloading the green coffee in the container is deemed contaminated, i.e., by foreign odors or harmful chemicals prior to loading, Buyer shall be entitled to reject the green coffee and claim as per 2.2.
- 4.12 Upon arrival, immediately after the visual inspection of the container and sampling by the local logistics service provider at the destination, the green coffee from the ocean sea container will be refilled into a container silo module or Big Bags (BB) for storage until after the quality results are available. Customs clearance takes place after the quality approval is in place. In case of rejections, the terms stated under section 3 "Quality Procedures" are applicable. The green coffee from the container silo module shall then be re-bagged to an ocean sea container or Big Bags by the local logistics provider to be returned to the Seller.
- 4.13 Net shipped weights will be verified through reweighing at factories of Buyer or another independent recognized weigher designated by Buyer. The reweighing will be carried out via Certified Weighing equipment and associated industry recognized procedures. The results will be presented to the Seller as final weights. A maximum weight tolerance of half of one percent (0.5%) per Bill of Lading is applicable for all green coffees regardless of origin and physical grade. If Seller contests the weight as presented by Buyer, Seller shall provide auditable counterpoint information to prove such contestation.

- 4.14 The following deadline for weight claims is applied and overrides the standard rules for claims of the ESCC:
- Reweighing to be actioned latest forty-five (45) calendar days after arrival at port of destination;
 - Final weight claim to be presented latest twenty-eight (28) calendar days after reweighing.
- 4.15 Negotiable Bill of Lading, covering any Buyer contracts, must be clean and must specify “shipped on board.” Net weight must be shown on Bill of Lading per container and in total. Buyer prefers non-negotiable Seaway Bills (Express Bill of Lading).
- 4.16 Unless otherwise agreed in writing, the full set of original shipping documents must arrive at Buyers offices latest seven (7) calendar days prior to arrival of the vessel in the port of destination. Documents must be made available to Buyer before the arrival of vessel at the port of discharge. In case of a delay in shipment of the documents and/or the receiving of the documents by Buyer the Seller will be held responsible for any costs incurred as per 2.2.
- 4.17 One original invoice is required (no extra copies needed). Buyer’s reference plus purchase order number and the VAT number must be stated. Invoice is to be issued by the party indicated as Seller on the relevant coffee contract.
- 4.18 The original documents need to be sent as instructed in the shipping instructions.
- 4.19 Seller might from time to time wish to propose to convert an FOB coffee delivery contract into a FCA delivery at destination contract. Contractually confirmed delivery terms remain leading unless Buyer (at its full discretion) decides to accept such Seller’s conversion proposal in writing. Buyer only considers Seller’s conversion proposals if communicated no less than forty-five (45) calendar days before the original shipment month to align with original shipping instruction timelines.

5. SHIPMENT PROCEDURES – SPECIFICALLY FROM INDONESIA, LAOS, AND VIETNAM

- 5.1 Pre-shipment samples for all Robusta green coffees are to be of one (1) kg per purchase order, covering maximum five (5) containers for Vietnam shipment and ten (10) for Indonesian and Laos shipment. Pre-shipment sample for all Robusta green coffees must be delivered to JDE Peet’s Vietnam latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 5.2 Pre-shipment sample for all Arabica green coffees must be delivered to JDE Peet’s Utrecht latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 5.3 Seller must inform stuffing details latest four (4) calendar days prior to stuffing by e-mail. Vietnam shipment sample one (1) kg per container and JDE Peet’s Vietnam will draw samples during stuffing. For Indonesian shipments, three hundred grams (300g) of shipment samples per container must be couriered to JDE Peet’s Vietnam latest three days after stuffing date.
- 5.4 A shipment sample of one (1) kg per container is required if stuffing terminal sample has not been drawn in the interior or in other ports. Shipment sample must be delivered to JDE Peet’s Vietnam latest five (5) calendar days after stuffing.
- 5.5 Bean defects, foreign matter, screen size, moisture and cup will be claimed at origin based on average shipment sample analyzed.
- 5.6 Shipments from Vietnam and Indonesia require liner bags of ten (10) to twelve (12) kg per bag and dimensions of 5.9m x 2.4m x 2.4m. The bag must have reinforcement belts sewn on the sides.
- 5.7 The original documents need to be sent as instructed in the shipping instructions.

6. SHIPMENT PROCEDURES – SPECIFICALLY FROM BRAZIL

- 6.1 In case JDE Peet’s Brazil is providing sourcing support services for Buyer, a commission of \$0.70USD/50 kg is immediately invoiced after green coffee has been shipped. Month-end shipments (Bill of Lading date) shall be invoiced within the same month. Payment must be done by the Seller to JDE Peet’s Brazil, converted into Brazilian Real within seven (7) calendar days after invoicing. The exchange rate to be used shall be the official purchase rate declared by the Central Bank of Brazil on the closing date prior to the invoice date
- 6.2 Pre-shipment sample of five hundred grams (500g) per purchase order, covering maximum ten (10) containers. Pre-shipment sample must be delivered to JDE Peet’s Brazil latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.

- 6.3 Shipment sample of five hundred grams (500g) per container. This sample must be sent and delivered to JDE Peet's Brazil latest five (5) calendar days after stuffing.
- 6.4 Seller must inform stuffing details latest five (5) calendar days prior to stuffing by e-mail in accordance with the stuffing form.
- 6.5 Seller must be able to provide a stuffing report of the used containers.

7. SHIPMENT PROCEDURES – SPECIFICALLY TO RUSSIA (JDE RUS)

- 7.1 Seller must use a certified exporter (by Russian customs authorities), which has been communicated by the Buyer. If Seller does not use the certified exporter, both parties will consult in an effort to identify and engage an alternative solution satisfactory to Buyer.
- 7.2 In cases of a revision to Seller's company details inclusive of declared name, Seller must inform Buyer of the changes a minimum of sixty (60) calendar days before the change occurs. Seller shall follow instructions of the Buyer on re-issuing declaration of conformance at country of destination.
- 7.3 Special instructions are mentioned in the shipping instructions. The manufacturer name and address are to be understood as certified exporter's name and address and must be completely in line with what is mentioned on the Bill of Lading and bulk label.
- 7.4 Any containerized shipment to St. Petersburg must contain metal bars or Brazil liner bags. Each bulk bag must contain an approved label in line with Russian customs requirement and Seller must make sure that the label is protected and placed at the top center of the bulk bag, clearly visible when the container door is opened, well-fixed in the bulk bag to arrive in good condition at the destination. Seller shall confirm via email that all approved labels have been attached to the bulk bag properly and provide the photos of all boxes with an approved label once stuffing is done. Non-conformity is subject to cargo rejection and re-export which will result in claims for which the Seller will be held liable.
- 7.5 Documents will not be accepted by the Russian customs in case of any mistake. Correction of original certificates will be required in case of mistakes and Seller must follow Buyer's instructions on required corrections. Any requested change of documentation shall be executed and communicated within two (2) calendar days after request. No other company name is accepted to show on the documents. Each document must be originally signed and stamped and must carry the Bill of Lading number & date, container numbers, seal numbers, net weight, gross weight, and dates of issue. PHYTO certificate must be issued according to the ISPM standard (latest version). Seller shall reimburse Buyer for all damages resulting from non-compliance with this article. In case of re-export of cargo due to incorrect documentation, Seller will be held responsible for any liabilities and expenses related to the re-export procures.

3/3 original Bill of Ladings are required.

Consignee:

JACOBS DOUWE EGBERTS RUS LLC
 1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
 Villozskoe urban settlement,
 Lomonosovsky municipal district, Leningrad region 188508
 INN code: 4725001168
 Russia Phone: +7 8123467620

Notify:

JACOBS DOUWE EGBERTS RUS LLC
 1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
 Villozskoe urban settlement,
 Lomonosovsky municipal district, Leningrad region 188508
 INN code: 4725001168
 Russia Phone: +7 8123467620

Additional notify party as per shipment instructions

- 7.6 All certificates shall not be dated later than the date of the Bill of Lading.
- 7.7 Fumigation certificate must state that "The containers with goods have been aerated during ('time of aeration') prior to loading on the vessel." Certificate should be issued by an independent official company in origin country and must be issued in the name of Jacobs Rus LLC. One (1) original and two (2) certified copies are required.
- 7.8 Phytosanitary certificate should be issued by authority in origin country and must be issued in the name of

Jacobs Rus LLC, not accepted is “to order of Jacobs Douwe Egberts Rus LLC.” The date format should be typed or handwritten in legible capital letters. Only abbreviations may be used to identify months, so that month, day, and year are clearly stated, i.e., 22 Apr 2023 or 22 April 2023 instead of 22/04/2023. The Bill of Lading number and date of issue must be mentioned preferably in box ‘Additional Declaration.’ Nothing must be mentioned under all columns of III. Disinfestation and/or Disinfestation treatment. Certificate must reach JDE Rus before the vessel arrives. One (1) original and two (2) certified copies are required.

- 7.9 The quality description and the Bill of Lading number must be added on the ICO certificate (excl. China) or GSP certificate (incl. China). One (1) original and two (2) certified copies are required.
- 7.10 Quality and/or analysis are issued by an official independent inspection company. It must state that “goods are fit for human consumption and does not consist of any dangerous ingredients.” If the sentence cannot be added on the quality certificate shipper must issue additionally a health certificate. One (1) certificate for the quality & analysis is accepted.
- 7.11 The packing list shall be issued by an official independent inspection company.
- 7.12 Weight and number of bags must be the same on each document. It must be mentioned brut/gross, net, and tare weight on the proper format as per shipping instructions, in all documents. The quality description shall be the same on all documents.
- 7.13 Prior to sending the original documentation to JDE Rus, such documentation needs to be pre-approved by the JDE Rus team. Hence, copies of all documents must be emailed to relevant Buyer’s contact offices immediately, not latest five (5) calendar days after vessel departure at origin.
- 7.14 Upon Buyer’s demand, Seller shall accommodate shipping line requests under the form of Letter of Indemnity linked to destination.
- 7.15 Seller shall send the relevant documents to Buyer or, as the case may be, shall do the relevant actions in accordance with the below timeline:

When? (Estimated Time of Departure from origin port)	Expected Action / Document
30 days prior ETD	Confirm shipper
25 days prior ETD	Share bulk label for approval
10 days prior ETD	Share stuffing report with photos (to confirm bulk label placement)
10 days prior ETD	Share OBL (Original Bill of Lading) draft for approval
10 days prior ETD	Share Phytosanitary Certificate draft for approval
5 days after ETD	Share final shipping documents
10 days after ETD	Ensure cargo is released at destination
10 days after ETD	Original signed Phytosanitary Certificate must be sent as per JDE Peet’s instruction

8. SHIPMENT PROCEDURES – SPECIFICALLY TO MOROCCO (JDE MA)

- 8.1 Special instructions are mentioned in the shipping instructions or sent as addendum together with the shipping instructions.
- 8.2 Required documents are phytosanitary certificate, ICO certificate, quality certificate, weight certificate, fumigation certificate, packing list, Annex III (only for PMA countries = Pays les Moins Avancés), non-manipulation certificate for landlocked countries.

- 8.3 All original documents must arrive at JDE Morocco latest fourteen (14) calendar days before vessel arrival at destination.
- 8.4 Instructions Annex III contains two (2) pages which must be fully completed. Below there are some important instructions:
- a) Box with C.O No: mandatory
 - b) Box 5: If Annex III was issued before shipment, then leave blank
 - c) If Annex III was issued after shipment, then mention «ISSUE RETROSPECTIVELY»
 - d) If a second Annex III must be issued, «DUPLICATE» must be mentioned and keep same info as on original one
 - e) Data needs to be accurate and the same as mentioned on invoice and Bill of Lading
 - f) Weight on Annex III should be equal to weight on invoice and Bill of Lading
 - g) Box 8: Leave blank
 - h) Box 9: All fields must be filled out: N ° declaration, customs office, issuing country, date, visible stamp of customs authority & signature
 - i) Box 10: All fields to be filled out: shipper's name, place and date, visible stamp of shipper & signature
 - j) Box 11: All fields must be filled out: JDE MA name and address, place of issue, date, visible stamp of Chamber of Commerce & signature
 - k) Box 12: All fields to be filled out: place an (x) in the first box, place and date, visible stamp of Chamber of Commerce & signature
 - l) Neither over writing nor erasures are accepted
 - m) If the correct original Annex III is not presented together with the original documents, then JDE Utrecht on behalf of Buyer will hold back 10% of the Seller's invoice value. Seller will be held responsible for the customs fees paid by JDE MA.

9. SHIPMENT PROCEDURES – SPECIFICALLY TO MALAYSIA

Samples:

- 9.1 Pre-shipment samples for all green coffees must be of one (1) kg per purchase order, covering maximum five (5) containers for shipments departing from Vietnam and maximum ten (10) containers for shipments departing from Indonesia. Pre-shipment sample must be delivered to JDE Peet's Vietnam latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 9.2 Seller must inform stuffing details latest four (4) calendar days prior to stuffing by e-mail to JDE Peet's Vietnam. Shipment Samples for shipments departing from Vietnam must be of one (1) kg per container. JDE Peet's Vietnam will draw samples during stuffing for shipments out of Ho Chi Minh City. A shipment sample of one (1) kg per container is required if shipment sample has not been drawn by JDE Peet's Vietnam (either in Ho Chi Minh City or in other ports). Shipment sample must be delivered to JDE Peet's Vietnam latest five (5) calendar days after stuffing.
- 9.3 For shipments departing from Indonesia, Seller must send by courier three hundred grams (300g) of shipment samples per container to JDE Peet's Vietnam no later than three (3) days after stuffing date.
- 9.4 Notwithstanding any of Buyer's rights to claim for defects in accordance with these Sourcing Terms, bean defects, foreign matter, screen size, moisture and cup can be claimed at origin based on average shipment sample analyzed.
- 9.5 In case of Big Bag Shipments, jumbo bag with tare weight of 2.5 kg to 3.0 kg per bag and dimensions of 105cm x 105cm x 115cm (+/-2%) is required. The bag must have reinforcement belts sewn on the sides with one (1) document pocket A4 sewn into top seam.

Shipment:

- 9.6 Seller shall arrange shipment as per Buyer's instruction with condition Demurrage (DEM) and Detention (DET) free time at least 21 days combined or 14 DEM & 14 DET at destination.
- 9.7 Seller must share shipment details to JDE Peet's Vietnam at least 2 weeks prior Estimated Time of Departure in order to apply for the import permit (IP). Shipments without IP prior to Departure will not be accepted. Once IP issued, if Seller would like to change any information of shipment, extra costs for re-applying IP will be held by Seller.
- 9.8 Shipping label is required for all shipments, and Seller has to provide label for Buyer approval before stuffing.

Label template:

Nama Pengimport: <i>IMPORTER NAME</i>	
Importer : <i>IMPORTER ADDRESS</i>	
Nama Pengeksport : <i>EXPORTER NAME</i>	
Exporter : <i>EXPORTER ADDRESS</i>	
KOMODITI : COMMODITY :	
STANDARD GRED : STANDARD GRADE:	SAIZ : SIZE :
BERAT BERSIH : KGS NET WEIGHT : KGS	
KELUARAN XXXXXX/ PRODUCT OF XXXXXX	
NON-RETAIL CONTAINER - NOT FOR DIRECT SALE TO CONSUMER	

- 9.9 Phytosanitary Certificate must contain: Import Permit (IP) number, and Disinfestation treatment method (refer in IP for more information).
- 9.10 All certificates shall not be dated later than the date of the Sea Waybill (SWB)
- 9.11 Buyer's PO number must be mentioned on Invoice.
- 9.12 Shipping documents & invoice must be sent to JDE Peet's Vietnam for approval prior courier to the Logistics Service Provider (LSP) appointed by JDE Peet's Vietnam. Full set of shipping docs must be couriered to LSP as soon as possible for ensuring shipping document arrival destination before vessel. Any late courier will cause extra costs which will be borne by seller's account. Shipping documents required are: SWB/Surrendered bill (House Bill of Lading is not accepted), invoice, packing list, Certificate of Analysis, fumigation certificate, Phytosanitary Certificate & Form D for the first shipment.
- 9.13 At Buyer's first request, Seller shall provide the insurance certificate and support contacting to insurance agent.

10. DELIVERY PROCEDURES – GENERAL

- 10.1 In case non-custom-cleared green coffee is tendered to the Buyer, an invoice reflecting VAT shall be included (contrary to custom-cleared green coffee, which requires separate VAT on invoice).
- 10.2 All contracted green coffee requires a representative sample to be approved latest fourteen (14) calendar days, but not earlier than forty-five (45) calendar days before the agreed delivery period. The size of samples must be minimum three hundred grams (300g) per lot and purchase order, respectively per silo parcel and purchase order. For Organic certified green coffee samples must be one (1) kg per container.
- 10.3 Offer samples for soliciting new business must be minimum three hundred grams (300g) or one (1) kg if additional testing is required (e.g., OTA, Organic) per lot and/or container or silo and must be sent to JDE Peet's Utrecht. Samples for Organic coffee must mention the Glyphosate Certificate of Analysis Report number on the sample label. Seller shall use sample labeling templates. The offer sample must represent a maximum of three hundred sixty (360) bags or equivalent, unless if stored in silo the sample must represent a maximum of one hundred eight (108) tons.
- 10.4 If not otherwise agreed upon in writing, the contracted green coffee shall be delivered at Buyer's call. The total contractual quantity must be available/released at the first calendar day of the agreed delivery period, thus free of rent during the whole delivery period. The written advice must state the warehouse provider's name, city, shed, no., compartment no., location code (if applicable), quantity, marks (for green coffee in bags) and further

information needed to clearly identify the goods. The Seller will be held responsible when not possible to deliver as per contract.

- 10.5 If tendered in container/trailer, the equipment must be sealed correctly. The seal number should be reflected on associated documents, such as Seller's invoice, final release of the warehouse, reweighing certificate. Buyer's reference plus purchase order number and the VAT number must be stated on the invoice. Any costs and damages resulting from errors made are for the account of the Seller.
- 10.6 CMR documents of each delivery/truck must be sent by Seller to the assigned Logistics Service Provider (LSP) of Buyer, whichever is applicable.
- 10.7 The reweighing will be carried out with certified weighing equipment.
- 10.8 The following deadline for weight claims is applied and overrides the standard rules for claims of the ESCC:
- Reweighing of last partial/full delivery of contract to be affected latest sixty (60) calendar days after the agreed delivery period.
- 10.9 Final weight claim to be presented latest twenty-eight (28) calendar days after reweighing at the factory or other place designated by Buyer. For delivery contracts: Seller shall ensure that any warehouses share their stock reports for reconciliation once every 6 months and on Buyer's request.
- 10.10 For Delivery contracts with Organic certification: Seller shall ensure that the goods are customs cleared and released for free circulation within the European Union. The Declaration of First Consignee in the Certificate of Inspection (COI) must be signed confirming that the coffee and the COI are in accordance with applicable EU laws and regulations.

11. PRICING AND INVOICING PROCEDURES

- 11.1 Pricing basis and payment terms are agreed and stipulated in the green coffee contract. Utilization of ICE Futures Terminal values for both Arabica and Robusta will be the prevailing benchmark (specifications found here Coffee). The specific Futures terminal contract associated to a physical contract is established based on shipping and assumed port arrival timing. It is expected that the Seller is informed, educated and capable of executing associated transactions linked to ICE Futures.
- 11.2 In case of "Price to be Fixed" contract conditions it is by default the Buyer's option to fix, unless the green coffee contract explicitly states that its Seller's option to fix.
- 11.3 Buyer's Call fixations - Fixation shall take place latest five (5) calendar days prior to shipment or latest five (5) calendar days prior to First Notice Day of the contracted terminal month and earliest ninety (90) days before shipment period for the total contract quantity and Pre-Shipment Sample approved. Sample approval is applied to ensure product is available and compliant with contract quality prior to the fixation action.
- 11.4 For the purposes of this clause, High Daily Price Volatility ("HDPV") means when the average 5 day rolling trading range is equal to, or higher than USD 13 cts/lb in NY Arabica and 137 USD/ton in LN Robusta. During days with HDPV, the price level stated within Seller's instruction for the give-up will be consistent with the market price at the time of issue of the instruction. Standard methodology will be maintained (no change) when the threshold of HDPV is not met. The HDPV value benchmarks are subject to change at the discretion of the Buyer.
- 11.5 Seller's Call fixations - Fixation shall take place earliest ninety (90) days before shipment period for the total contract quantity and Pre-Shipment Sample (PSS) approved and latest five (5) calendar days prior to shipment or latest five (5) calendar days prior to First Notice Day of the contracted terminal month (whichever comes first). In case of not PSS approved, coffee availability should be confirmed by e-mail for related contracts. In the case of Seller's option to fix and Seller has not fixed within the specified deadline, Buyer has the right to fix. Provisional invoices are not accepted. HDPV methodology is not applied to Seller's Call fixations given it is the Seller's right to guide fixation activity for such contracts.
- 11.6 The corresponding Price Fixation confirmation is deemed to be correct and accepted by Seller unless explicitly objected to by Seller in writing no later than 24 hours after such confirmation was sent.
- 11.7 Standard pricing for ARABICA is assumed that the original invoice will be submitted in USD cts/lb., the following total quantity conversion is considered: $xxxx \text{ kg} \times 2,2046 = xxx \text{ lb}$. This standard is subject to change based on the specifications of the underlying ICE futures contract.
- 11.8 Standard pricing for ROBUSTA is assumed that the original invoice will be submitted in USD/ton.
- 11.9 Seller shall upload the invoice to the Tradeshift portal: (<https://jde.support.tradeshift.com>). Seller shall always be the beneficiary of the payment, unless Buyer agrees that payment can be assigned to another beneficiary by way of a Seller-issued notice of assignment letter signed by Buyer. Buyer accepts payment instructions to one beneficiary's bank account, provided that such payment instructions contain the relevant bank account number.

For more details on payment instructions please refer to the JDE Peet's C&TS invoicing reference document.

- 11.10 First point of contact related to Accounts Payable (Invoices, Payments, Bank Details, Discounting etc.): Frontoffice.FSS@jdecoffee.com. If an issue related to the A/P process continues unresolved for longer than thirty (30) calendar days, then escalate the concern to the original commercial JDE Peet's Buyer associate via e-mail.
- 11.11 The credit or debit notes for all claim settlements must be issued by the Buyer and apply a payment term of thirty (30) calendar days from the credit or debit document date, unless agreed otherwise in writing between Buyer and Seller upon mutual agreement of revision.
- 11.12 In the event that a claim by Buyer is not settled within the stipulated payment term of 30 days from the date of issuance, Buyer reserves the right to impose additional charges, including but not limited to interest, administrative fees, or other costs incurred as a result of the delayed settlement.
- 11.13 In the event of late payment by the Buyer, where the delay is attributable to the Buyer, interest rate charges may be applied at a market relevant rate (SOFR).
- 11.14 Unless otherwise agreed in writing, to the extent applicable to the relevant green coffee purchase contract and provided Buyer's rejection is settled within thirty (30) calendar days from the rejection debit memo date, Buyer shall issue rejection debit memos with a corresponding credit note to offset Seller's applicable financing costs, calculated at the rate specified in the relevant purchase contract. If a rejection is not resolved, settled, and paid back within thirty (30) calendar days from the debit memo date, the credit note is rendered void and Buyer shall not give compensation for any financing costs relating to the rejection.
- 11.15 For delivery contracts: Seller shall ensure that all invoices from warehouses are shared on a monthly basis with the Logistics Service Provider (LSP) designated by Buyer. The invoices must include all details of the Buyer's purchase order numbers.

12. RESPONSIBLE SOURCING PROCEDURES

- 12.1 Buyer engages with Seller to enable continuous improvement in the green coffee supply chain. It is expected from Seller to engage with coffee farmers and other stakeholders to address issues and improve conditions in their supply chains. Seller will fully participate in Buyer's due diligence programme and shall demonstrate alignment with Buyer's Responsible Coffee Sourcing Principles, as published on the JDE Peet's website <https://www.jdepeets.com/about-us/policies/>.
- 12.2 For all certified green coffee, all relevant documents (e.g., contract, Bill of Lading and invoice) must explicitly mention under which certification scheme the goods are registered. Prior to shipment of certified green coffee, the Seller must be in the possession of the relevant certificate.
- 12.3 **Rainforest Alliance Certified Green coffee:** Seller must maintain the relevant certification/license and meet conditions of the relevant standard. Seller must enter certified goods in the related portal prior to arrival of shipment at port of destination. The sales announcement in the related portal must represent one Purchase Order and be linked to the relevant container number(s). The traceability level for the sales announcement must be Identity Preserved (IP) or Mixed IP. The information registered in the transaction must correspond to the information reflected on the documentation (e.g., contract, Bill of Lading & invoice). The certified premia are to be included in the final price.

Buyer's (Koninklijke Douwe Egberts B.V.) Rainforest Alliance identification numbers are listed below. Seller shall use the following account: RA_00018282106

Seller is obliged to inform Buyer prior to concluding new business in case the Buyer is the First Buyer according to Rainforest Alliance's definition*. Whenever the Buyer is the first buyer, the Buyer will register the agreed Premium in the contract. Seller will register the agreed Premium on Multitrace, and this will be confirmed by Buyer.

* = First Buyer defined as the "certificate holder legally owning the certified product after the initial farm certificate holder"

The traceability level IP or M-IP must be confirmed on the invoice.

In case the Rainforest Alliance royalty fee is for Buyer's account, Buyer will pay the fee directly to Rainforest Alliance. In case Buyer is not the first importer in the portal, the Seller will request the automatic re-assignment to Buyer via the relevant portal to ensure that Royalty fee invoices are automatically reassigned to the Buyer.

- 12.4 **Fairtrade Certified Green coffee.** In case Fairtrade Certified green coffee is contracted, Seller must be in possession of a valid "FLO ID." The contracts confirm the FLO ID of the Seller and Buyer and the minimum price

+ Fairtrade premium payment. The FLO ID of the Seller, Producer and Buyer must be mentioned on the documentation such as the invoice and the Bill of Lading. The sales must be announced by the Seller on the Fairtrade portal prior to shipment arrival at destination. The sales transaction must represent one PO number and the Transaction ID must be informed to JDE Peet's logistics as soon as it is submitted on the portal. Seller must add Buyer's PO number when the transaction ID is created in Fairtrade. Buyers FLO ID is 25987. Unless otherwise agreed in writing, Buyer is not the first Buyer and not the Fairtrade premium and price payer.

- 12.5 **Organic Certified Green coffee.** When contracting Organic certified green coffee, the Seller must hold a valid Organic certificate and must be registered as a valid operator in the EU TRACES NT platform. All documents issued must state that the goods are Organic and mention Buyer's PO number. For any Organic coffee purchases, Seller shall adhere to the Buyer's Specific Instruction for Organic Green Coffee Sourcing. Buyer keeps the right to test the green coffee upon arrival for chemicals and to reject if legal limits are exceeded.

Seller must provide one Certificate of Inspection (COI) per container, which represents one PO, presented together with the shipping or delivery documents. If Buyer requests amendments on the COI based on authorities' requirements, Seller shall immediately support implementing these required amendments. The information on the COI must match the information on the invoice, Bill of Lading and Warehouse Release.

For spot/delivery contracts, Seller shall provide Buyer with a Certificate of Analysis for Glyphosate (CoA) per container. If Seller is not in the possession of a CoA, Buyer will carry out an analysis at the Buyer's expense.

For spot deliveries, additionally to the COI and CoA, below documents shall be provided before the first day of the delivery month:

- Warehouse Delivery documentation with a clear link to the lot, batch or container number stated on the COI;
- Commercial invoice mentioning the Buyer's PO number and the CoA report number.

For FOB shipments, the Seller must provide a CoA together with the shipping documents no later than 5 days after the shipping date. A CoA must be issued by container and provide a clear link to the lot, batch or container number mentioned on the Bill of Lading. If no CoA is provided, Buyer reserves the right to measure on arrival and hold the Seller responsible for all costs. Buyer reserves the right to reject the container if chemical legal limits are exceeded.

For FOB shipments, the COI shall be issued following Buyer's instructions. Additionally, to the COI and CoA, below documents shall be provided prior to cargo arrival at destination:

- Final Bill of Lading/ Sea waybill (draft is insufficient): mentioning container and lot numbers; mentioning Buyer's PO number; mentioning ID Number of issuing Organic control body;
- Commercial invoice issued to Buyer mentioning Buyer's PO number;
- Packing list mentioning weight of container;
- *If exporter in Box 5 of the COI is not the Seller:* add the invoice between the exporter and the Seller.

- 12.6 **4C Certified Green coffee.** In case 4C Certified green coffee is contracted, the 4C Unit License to Sell number is required and must be mentioned on the invoice. Seller must announce the sales of certified goods on the 4C portal to Buyer prior to arrival of shipment at port of destination. The sales announcement must represent one PO number, the container numbers (if applicable) and the volume announced must be the same as the volume invoiced.

- 12.7 **Enveritas.** Direct connectivity between Enveritas and Seller is to be expected and is endorsed by Buyer in order to confirm the delivered green coffee volume that was supplied to Buyer in a certain period. Seller shall ensure to meet the reporting deadline (for which time is of the essence). No changes shall be made to the document received from Enveritas. Seller will respond with a confirmation of the business with 'y' or 'n' and confirms the sourcing region(s). No new business will be done in case of non-response or continuously missing the deadlines.

- 12.8 **Dirty List Monitoring.** Sellers of Brazilian green coffee to Buyer, will be regularly checked against the Dirty List (*lista suja*) published by the Brazilian Ministry of Labour. When requested by Buyer, Seller shall respond within ten (10) working days confirming if any supplier, either a legal entity or an individual, mentioned on the Dirty List is linked to a delivery to Buyer. In case Seller has Suppliers mentioned on the Dirty List, Buyer will assess the situation and inform Seller about further actions to mitigate risks. Buyer reserves, notwithstanding any other remedies available to it by law, the right to cancel, suspend or reject (as the case may be) any and all green coffee purchases from Seller if Seller or one of its suppliers appears on the Dirty List.

- 12.9 **Others.** The Seller must report upon negotiation, contract creation, or upon shipment whenever green coffee is being delivered from Buyer's Common Grounds Farmer Program.

13. SANCTIONS COMPLIANCE

- 13.1 Definitions:

Sanctioned Person: means any person or entity that is listed on any EU / UK / UN / US / Swiss other

relevant sanctions lists or, directly or indirectly, owned or controlled by such person or entity.

Sanctions: means applicable economic or financial sanction regulation, trade embargo or export control law or regulation implemented, administered, or enforced by an international institution or applicable national or regional government, or subdivisions thereof that possess the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities, and other parties. Such authorities include, but are not limited to United Nations Security Council, the European Union, the United Kingdom, Switzerland, the US Department of the Treasury's Office of Foreign Assets Control, the US Departments of State or Commerce, and any other relevant sanctions authority.

13.2 **Buyer** declares that in connection with any contract concluded between Buyer and Seller:

1. Neither Buyer nor its respective subsidiaries are, or is owned or controlled by, any Sanctioned Person, and no officer or director nor any employee, agent, representative or affiliate of Buyer and its respective subsidiaries, is a Sanctioned Person.
2. Buyer, its subsidiaries, respective directors and officers and their respective employees and sub-agents (acting on their behalf), are acting in compliance with applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in Seller and/or Buyer being designated as a Sanctioned Person or otherwise violate any Sanctions.
3. Buyer has implemented and maintains appropriate policies and procedures designed to ensure compliance by Buyer and its subsidiaries with applicable Sanctions.
4. Buyer shall inform Seller in writing without undue delay if (i) Buyer, and any of its subsidiaries, becomes a Sanctioned Person or has violated any Sanctions; or (ii) any statement within this clause becomes incorrect, untrue, or misleading at any time whether in full or in part.
5. Without prejudice to any right of Seller to claim further damages, either party is entitled to terminate any business relationship and cancel any obligations towards the other party upon the earliest if any of the parties, or any of its subsidiaries, becomes a Sanctioned Person or violates any Sanctions. Buyer shall indemnify Seller and hold it fully harmless in the event of loss or damage suffered by Seller, its affiliates, officers, or directors, as a result of any breach by Buyer of this clause or any Sanctions.

13.3 **Seller** declares as follows:

1. Neither Seller nor its respective subsidiaries are, or is owned or controlled by, any Sanctioned Person, and no officer or director nor any employee, agent, representative or affiliate of Seller and its respective subsidiaries, is a Sanctioned Person.
2. Seller, its subsidiaries, respective directors and officers and their respective employees and sub-agents (acting on their behalf), are acting in compliance with applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in Buyer and/or Seller being designated as a Sanctioned Person or otherwise violate any Sanctions.
3. Seller has implemented and maintains appropriate policies and procedures designed to ensure compliance by Seller and its subsidiaries with applicable Sanctions.
4. Seller shall inform Buyer in writing without undue delay if (i) Seller, and any of its subsidiaries, becomes a Sanctioned Person or has violated any Sanctions; or (ii) any statement within this clause becomes incorrect, untrue, or misleading at any time whether in full or in part.
5. Without prejudice to any right of Buyer to claim further damages, either party is entitled to terminate any business relationship and cancel any obligations towards the other party upon the earliest if any of the parties, or any of its subsidiaries, becomes a Sanctioned Person or violates any Sanctions. Seller shall indemnify Buyer and hold it fully harmless in the event of loss or damage suffered by Buyer, its affiliates, officers, or directors, as a result of any breach by Seller of this clause or any Sanctions.

14. CARGOO INFORMATION

Cargoo is a collaboration and ocean freight execution platform, created and operated by Commodity Supplies AG.

Link: www.cargoo.com
Tel: +41 44 807 44 44

Email: info@cargoo.com

15. GENERAL INFORMATION

JDE Peet's Legal Entity & Address for green coffee contract:

Koninklijke Douwe Egberts B.V.
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands

Used in this document:

Buyer	Koninklijke Douwe Egberts B.V.
JDE Peet's Utrecht	Location of Koninklijke Douwe Egberts B.V. in Utrecht, the Netherlands
JDE Peet's Vietnam	Vietnam representative office of Koninklijke Douwe Egberts B.V. in Ho Chi Minh City, Vietnam
JDE Peet's Brazil	Jacobs Douwe Egberts BR Comercialização de Cafés Ltda, Brazil
JDE Peet's RUS	Jacobs Douwe Egberts RUS LLC, Russia
JDE Peet's MA	Jacobs Douwe Egberts MA S.A.R.L.A.U., Morocco

Postal Addresses:

JDE Peet's Utrecht:

Koninklijke Douwe Egberts B.V.
Attn. Coffee & Tea Sourcing
FU28, 4th Floor
Vleutensevaart 35
3532 AD Utrecht the Netherlands

JDE Peet's Vietnam:

Vietnam Rep Office Koninklijke Douwe Egberts B.V.
Room 203, 2nd Floor, Metropolitan Building
235 Dong Khoi Street, Sai Gon Ward
Ho Chi Minh Vietnam

JDE Peet's Brazil:

Jacobs Douwe Egberts BR Comercialização de Cafés Ltda, Brazil
Rua XV de Novembro, 41 1º andar
11010-151 Santos Brazil
Correspondence must be sent to: BR-jde.admlog@jdecoffee.com

JDE Peet's RUS LLC:

1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
Villozskoe urban settlement,
Lomonosovsky municipal district, Leningrad region 188508
Russia Phone: +7 8123467620

JDE Peet's MA:

JACOBS DOUWE EGBERTS MA S.A.R.L.A.U.
1, Rue IBN Laknane, Ain Sebaa,
IF 15238116, PATENTE 30790130, RC 323829
Casablanca 20250, Morocco

THE USE OF SEALS IN SHIPPING AND TRANSPORTATION

For the use of seals only high standard safety seals are suitable which will meet the requirements of the C-TPAT-PROGRAM (Customs Trade Partnership Against Terrorism) and the ISPS-Code (International Ship & Port Facility Security Code). They also have to meet the ISO/PAS-17712 classification standard.



YES



NO



YES



Container seals have to be fitted at the right container door – the inner locking bar /handle- only. Or as shown right to the right inner bottom locking cam



PUBLICLY CERTIFIED EXPERT



Capt. Markus Müller
-Sworn Surveyor-

Unabhängige Schifffahrtssachverständige und Güterbesichtiger
Independent Marine, Ship & Cargo Surveyors

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D-28286 Bremen

Phone 04 21/4 35 67-0
Telefax 4 35 67 89

Bankhaus Carl F. Plump & Co.
BLZ 290 304 00
Konto-Nr. 11 010

Handelsregister Bremen
HRB 9847
Geschäftsführer Markus Müller

APPENDIX: SECURING BIG BAGS IN A CONTAINER

Deliverables:

The load must be restrained securely with lashes pushing the load back against the front of the container with double straps on each section of big bags.

For 40-foot containers the load should be strapped in two (2) sections to prevent a void to be created in the middle of the container during transport.

The straps should be able to be opened without use of cutting tools using buckles.

