



GENERAL TERMS AND CONDITIONS OF SALE OF GREEN COFFEE

ARTICLE 1: APPLICATION AND OPPOSABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

In accordance with current regulations, these general terms and conditions of sale of BELCO ("the supplier") are provided to each customer ("the purchaser"). They are also available on the supplier's website at https://www.belco.fr/pdf/CGV_en.pdf. Accordingly, the act of placing an order implies full and unconditional acceptance by the customer of these general terms and conditions of sale, excluding all other documents such as prospectuses or catalogues issued by the supplier and which serve for reference purposes only.

Special conditions may be asserted against the general terms and conditions of sale only upon formal written acceptance by the supplier.

Unless explicitly agreed upon, any contrary conditions claimed by the customer shall therefore not be enforceable against the supplier, irrespective of when these may have been brought to the latter's attention.

The fact that BELCO does not avail itself, at any given moment, of any one of these general terms and conditions of sale is not tantamount to waiving its right to further rely on any one of the said conditions.

ARTICLE 2: ORDERS - PRICES

Orders are placed with BELCO as follows:

- Forward sales contract defining the type of coffee, the quantity, the packaging, the unit price, the delivery time frame, the methods of payment, transport and insurance.
- Sale based on availability referring to a sale not bound by a contract but according to the goods available. The order thus placed by the customer can only be completed based on the availability of the goods and under the delivery conditions that shall then be defined by BELCO. In this sense, BELCO cannot ensure the availability of the goods upon order placement by the customer.
- Any change in customs duties and taxes, transport and maintenance fees, freight and insurance rates taking place after the contract date shall be payable by or due to the customer.

Sales are only completed upon the explicit written acceptance of the order transmitted by the purchaser, by the supplier, that shall chiefly ensure that the requested products are available, as evidenced by an order confirmation. The supplier reserves the right to accept or reject an order.

The goods are provided at the rates set out by the supplier on the day of the signing of the forward sales contract or of the sale based on availability and, as applicable, in the specific commercial offer sent to the purchaser. These prices are net of VAT, ex-works and packaging is not included. They do not include transport, nor any customs duties and insurance policies that are charged to the purchaser.



In the case of forward sales contract or framework contract, BELCO reserves the right, pursuant to article 1164, paragraph 1 of the French Civil Code, to revise the prices established in the order, in the event of change in the rates or in the contractual conditions of its suppliers or contractors.

Any taxes, levies, right or other service to be paid in application of French regulations or of the legislation of an importing or transit country shall be borne by the customer.

Any tax or duty exemption, requested by the customer, notably in re-export operations conducted by the latter, shall require the latter to provide all supporting documentation as requested by French and European administration, in the absence of which, it shall remain responsible for paying all taxes, levies or procedure fees. The basic rates vary according to the following discounts: quantitative discounts, qualitative discounts, promotional discounts, deferred rebates, and shall not be applicable to the shipping costs as reflected in the services sold ex-works.

ARTICLE 3: DELIVERY AND TRANSPORT

Delivery lead times depend on the destination. These time frames are provided by way of indication and do not in any way constitute an essential condition of the order. Any potential delays shall not entitle the customer to claim any damages.

It is expressly agreed that the sales carried out by BELCO are not delivered sales but comprise a service enabling the organisation and execution of transport on behalf of the customer. The purchaser acknowledges that the carrier should be responsible for delivery, as the Supplier is considered as having fulfilled its issuance obligation upon handing the ordered products over to the carrier, that accepts them unconditionally.

The Customer is not entitled to any guarantee claims against the Supplier in case of failure to deliver the ordered products, or to claim damages occurring during transport or unloading. The customer shall imperatively verify the delivered goods upon receipt, issuing to the carrier all necessary reservations in writing.

In the absence of any reservation issued by the customer to the carrier, the customer cannot subsequently engage the latter's liability for the condition of the goods.

It is expressly agreed that the carrier ensures that the pallets issued by BELCO to the client upon delivery of goods are returned to BELCO by Belco's carrier or by the customer's carrier upon collection.

Tracking of pallets issued to the carrier and those returned by the carrier is carried out by BELCO. At the end of each month, BELCO tallies up the number of pallets. In the event of missing pallets, BELCO will invoice the customer for non-returned pallets. This amount may be revised depending on any change in cost of pallet purchase.

Payment of invoices for missing pallets is to be made 30 (thirty) days after invoice issue.

ARTICLE 4: PRODUCT GUARANTEES

The customer shall only have thirty (30) days from order receipt to verify the conformity of the order and transmit to BELCO any reservation enabling the latter to check any non-conformity of the products and any reported hidden defects.



The customer shall give the supplier every opportunity to investigate the potential defect and to ensure that remedial action is taken. It shall refrain from intervening or involving any third party to this end. Any return of goods will be subject to a prior formal agreement between the supplier and the customer. Any product returned without such an agreement in place will be set aside for the customer for 8 (eight) calendar days from receipt (after which it shall be destroyed) and no credit note shall be issued. The customer shall always be responsible for the costs and risks relating to a return.

The quality of the coffee can be defined in two ways:

- By a purchase description elucidated in the contract.

The contract also details an array of criteria according to the coffee ordered (default number, region of production, bean size, et...).

In this case, it is expressly agreed that coffee, namely a natural product, can entail a gamut of nuances.

- Counter-sample

In this case, the quality is viewed as compliant, on average, to the sample submitted.

ARTICLE 5: MINIMUM ORDER OR SPECIAL PACKAGING

The rates published by BELCO are determined in accordance with the ordered volume and packaging. These rates specify the volume above which BELCO does not deliver goods or reserves itself the right to increase the prices via an administrative lump-sum. Likewise, any packaging other than the original bag is subject to special prices defined by the rates applicable at the time of order placement.

The customer can also obtain specific blends but without the remainder as compared to traditional packaging.

In compliance with the rules established by UNACAF for the delivery of green coffee, the sale of green coffee is based on the weight and tare recognised by Customs or the new weight at the supplier's warehouse, with an excess of 5% more or less.

ARTICLE 6: PAYMENT CONDITIONS

Unless otherwise stipulated and accepted, payments shall be made to the registered office of the supplier in full, unless otherwise specified in writing and accepted by mutual agreement. After three (3) orders regularly completed under the conditions delineated hereinafter, payment is made via bill of exchange within thirty days of the date of invoice.

Before attaining this order level, and unless otherwise agreed upon via special written agreement accepted by common accord, payment shall be made prior to shipment.

In addition, for any sales made outside France, the payment shall always be made before the goods are shipped unless otherwise agreed to by formal and written agreement between the two parties.

In the event of payment by bill of exchange, failure to return the bill shall be considered as non-acceptance and thus, considered as non-payment. The customer shall reimburse all fees incurred by the legal recovery of the amounts due. In no case shall payments be suspended or subject to any compensation without the prior written agreement of the supplier. Any credit deterioration of the customer may justify the need for guarantees or upfront payment or demand draft, before the orders received are processed.



BELCO reserves the right to limit the outstanding amounts, mostly in the event of failure to meet the payment conditions.

In the event of payment made after the pre-determined date, payment of a penalty equalling three (3) times the legal interest rate applied to the amount including taxes stated on the invoice shall be imposed on the Supplier, by default and as of right, without any formality or any formal notice.

Moreover, a fixed allowance for the recovery of an amount equal to EUR 40 shall be due, as of right and without any prior notification, by the Supplier in case of late payment. The Supplier reserves the right to claim additional compensation from the customer if the recovery costs actually incurred should exceed this amount, upon presentation of supporting documents.

Any late payments shall result in the immediate payment of the entire sums due, without prejudice to any other action that the supplier may take, to this end, against the purchaser.

In the event of failure to meet the payment conditions illustrated above, the supplier shall also reserve the right to suspend or cancel the delivery of the pending orders placed by the purchaser.

ARTICLE 7: NON-FULFILMENT OF THE ORDER

Within the context of the forward sales contract, where the deadline for the order initially provided for in the contract has expired, BELCO shall be entitled to claim from the customer a late payment fee, taking into account the number of months of delay, the storage cost and the cost of financing.

The amount of this penalty is stated in the general tariff and in the customised offers.

Belco reserves the right to update the amount of this penalty in the event of change in the rates or contractual conditions of its suppliers or contractors.

In the event of partial cancellation of the order, BELCO shall be entitled to convert the advances received into goods value.

The customer may, if need be, have the undelivered goods replaced with other goods, provided that an update to the price be made on the basis of two indicators: market prices quoted on the New York Stock Exchange and USD / EUR parity.

In case of final cancellation of the order on the part of the customer, the supplier shall be entitled to claim from the customer a 20% penalty excluding taxes on the undelivered price.

The parties shall not be held liable if the non-fulfilment or delayed fulfilment of any of their obligations, as outlined herein, stem from force majeure, in pursuance of article 1218 of the French Civil Code.

ARTICLE 8: TRAINING

Based on the coffee orders placed by the customer, the latter shall receive « learning points » to be used at a later stage to take part in training courses proposed by BELCO.

Training is also made available to all paying customers should they not have sufficient points.



The full regulations relative to these training sessions are available on the BELCO website, the acceptance of which shall be declared by the customer.

ARTICLE 9: DESCRIPTIONS, CHARACTERISTICS AND SPECIFICATIONS

The descriptions, characteristics or specifications mentioned by the supplier, as well as the photos published, serve for reference purposes only. Hence, the supplier reserves the right to make modifications, even following receipt of an order. Only the indications mentioned in the contracts and sales documents (purchase order – delivery note – invoice) shall be enforceable against the supplier.

ARTICLE 10: CUSTOMS DUTIES AND TAXES

When the goods are delivered after payment, the duties and taxes claimed by the supplier on behalf of the customer, increased by payment costs, may be reimbursed in cash by applying the pricing scheme applicable on the date of delivery.

ARTICLE 11: FORCE MAJEURE

The supplier shall be temporarily relieved of any obligation to make available the products ordered in case of force majeure, such as total or partial strikes, fire, natural disasters, breakdown in its own supply network or breakdown of its own IT or communication system. The same applies in cases of war, lock-out, manufacturing defect, restriction or prohibition of import or export and, in general, any new circumstance preventing the execution of the sale, authorising the supplier to either postpone the execution of the contract or of delivery month after month, or to proceed to its termination, in whole or in part, without any damages due to the customer.

ARTICLE 12: RETENTION OF TITLE CLAUSE

The supplier reserves itself a right of property on the products sold until payment in full by the purchaser, enabling it to reclaim said products. Any advance paid by the purchaser shall be retained by the supplier as a lump-sum compensation, without prejudice to any other actions it may be entitled to bring against the purchaser.

Conversely, the risk of loss and deterioration shall be transferred to the purchaser upon delivery of the ordered products.

Resultantly, the purchaser undertakes to have the ordered products insured, for the benefit of the supplier, via an appropriate insurance policy, until full transfer of the property and to evidence this upon delivery. Failing that, the supplier shall be entitled to delay delivery until such supporting evidence is produced.

Bills of exchange or any other title generating an obligation of payment shall not be considered as payment within the context of this provision. The customer is forbidden to pledge the goods or sell or transfer them as collateral. In the event of seizure, the customer undertakes to notify the supplier immediately. Failure on the part of the customer to make any payment due shall result in the contract being terminated as of right and without further formalities.

If such an event should occur, the customer authorises, without reservation, the supplier to recover the goods.



ARTICLE 13: TERMINATION OF SALES CONTRACT

Should either party fail to meet one of these obligations, and chiefly the non-fulfilment of the payment conditions, the contract may be terminated at the discretion of the injured party.

It is explicitly agreed that this termination due to non-fulfilment by one party of its obligations shall take place as of right, whereby formal notice is engendered by the sole failure to fulfil the obligation, without warning or any further formalities.

ARTICLE 14: DISPUTES

Any disputes arising between the parties with respect to this contract, its validity, interpretation, execution or termination, shall be subject to a previous amicable conciliation attempt prior to initiating any litigation proceedings.

After thirty (30) days from receipt by the opposing party of a registered letter with acknowledgement of receipt implementing the cited conciliation that should remain unanswered, either party may implement the following arbitration procedure, to which both parties are subject:

Each party shall appoint an arbitrator, who shall, by mutual agreement, appoint a third arbitrator who will be the President of the Arbitration Court.

Failing this, the latter shall be appointed by the President of the Bordeaux Commercial Court, ruling in summary proceedings at the request of the most diligent party.

The arbitrators shall give their verdict based on law, at first and last instance alike. In their judgement, they shall determine the party required to bear the cost of the fees.

ARTICLE 15: APPLICABLE LAW

These general terms and conditions of sale, as well as any ensuing purchase and sale transactions, are governed by French law.

They are drawn up in French.

Should they be translated into one or more languages, only the French text shall remain leading in the event of a dispute.