

# GENERAL TERMS AND CONDITIONS

## PREAMBLE

The term "Supplier" refers to "SAS Belco Courtage et Négoce de Café Vert" – a simplified joint stock company with a capital of €825.205,50, registered at the Bordeaux Chamber of Commerce under number: 498 576 859, business identification (Siret): 498 576 859 000 25 – VAT ref: FR 95 498 576 859 – APE 4637 Z, with registered headquarters at 11 rue Faraday, ZI du Phare, 33700 Mérignac – France. The term "Client" refers to any natural or legal person, buying or enjoying a good or service, on an occasional or regular basis, provided by the "Supplier".

## APPLICATION AND OPPOSABILITY OF GENERAL TERMS AND CONDITIONS

These general terms and conditions are in all cases provided and issued to each "Client" before ordering. They are also available on the "Supplier"'s website at [http://www.green-coffee-belco.com/CGV\\_en.pdf](http://www.green-coffee-belco.com/CGV_en.pdf). As a result, the act of placing an order implies the complete and wholehearted acceptance by the "Client" of these terms and conditions, excluding all other documents such as prospectuses or catalogues issued by the "Supplier" and which are indicative only. Without formal and written acceptance by the "Supplier", no special conditions may be asserted against the general terms and conditions. All contrary conditions claimed by the "Client" shall therefore, unless expressly agreed to, be deemed non-invocable against the "Supplier", regardless of the time when it may have been brought to his knowledge. The fact that the "Client" does not prevail at given moment against any one of these general conditions of sale does not imply that he wishes to waive the right to prevail at any other time against any one of the said conditions.

## OFFERINGS AND LISTINGS

All offerings and listings, whether personalised or not, submitted by the "Supplier" to the "Client", are always subject to final and express confirmation by the "Supplier".

## ORDER ACCEPTANCE

Orders addressed directly or indirectly by the "Client" or his members of staff are considered as firm and final. The "Supplier" reserves the right to accept the order or not. All order modifications or resolutions requested by the "Client" may only be taken into consideration if they are made before the goods are shipped and are not damaging in any way to the "Supplier". If the "Supplier" does not accept the modifications or the resolutions, any deposits paid may only be returned as value of goods.

## DESCRIPTIONS, CHARACTERISTICS AND SPECIFICATIONS

Descriptions, characteristics or specifications mentioned by the "Supplier", as well as photos published, are only indicative. The "Supplier" therefore reserves the right to make modifications, even once the order has been received. Only indications mentioned in the contracts and sales documents (order form – delivery note – invoice) shall be enforceable to the "Supplier".

## DELIVERY CONDITIONS

Delivery is made either by the "Client" collecting the goods, or by delivery by haulier or transporter to the "Client's premises or to an address indicated by the client upon order.

In the event of delivery by haulier or transporter (called hereafter "Third Party"): if the "Third Party" is appointed by the "Client", the goods are considered as delivered to the "Client" and under his responsibility as soon as they are taken from our warehouse; if the "Third Party" is appointed by the "Supplier", delivery is an extra service provided, added de facto and without challenge to invoicing. In all cases, the goods travel at the "Client"'s risk, whose responsibility it is to make any observations required in the event of damage or short shipment as well as for confirming reservations to be stated via a deed prepared out of court or via a registered letter with acknowledgement of receipt from the "Third party" within three days of receipt of the merchandise.

Delivery lead times are indicated provisionally and without guarantee; they are only indicative, and any delays that may arise shall not entitle the "Client" to claim any damages. For spot prices, deliveries are made depending on availability and in the chronological order the orders are received. The "Supplier" is authorised to make either full or partial deliveries. The "Supplier" shall not be held liable if the goods or unavailable.

## CLAIMS – RETURNS

The "Supplier" shall only accept any claims about obvious defects or non-compliance of the goods delivered to those ordered or to the packaging slip if made within a maximum of fifteen days from receipt of goods.

It is the "Client"'s responsibility to prove the actual defects or faults noted. The "Client" shall give the "Supplier" every opportunity to investigate the causes of the malfunction and to find a solution.

He will not intervene himself or involve a third party for that purpose. Any return of merchandise will be subject to a prior agreement between the "Supplier" and the "Client". Any product returned without such an agreement in place will be set aside for the "Client" for 8 (eight) days from receipt (and then be destroyed) and no credit note shall be issued. The "Client" shall always be responsible for the costs and risks relating to a return.

No returns shall be accepted following a period of 21 (twenty one) days after delivery.

## PACKAGING

All items are sold by the "Supplier" in accordance with the quantities per packaging.

Orders must take into account the quantity per sales unit and must be expressed in sales units.

In accordance with the Official Contract of UNACAF for delivering green coffee, the sale of green coffee is based on the weight and tare recognised by Customs or the "Supplier"'s newly measured weight, with an excess of 5% more or less.

## MINIMUM ORDER

The minimum order is one sales unit of the product ordered, regardless of quantities for each packaging.

## GREEN COFFEE SALES CONTRACTS

In accordance with the Official Contract of UNACAF for delivering green coffee, the "Client" shall be deemed to be in default if, at the end of the period set out in the contract, he has not issued shipping instructions. Consequently, the "Supplier" shall be fully entitled to either pursue execution of the contract by adding any costs arising from the delay (a minimum of 8% surcharge in overall value of contract invoiced monthly), or terminate the current contract, to the sole prejudice and detriment of the "Client", and obtain from the "Client" compensation for material damage.

Any changes in duties, excise taxes, transport and handling charges or freight and insurance rates after the contract date are to the benefit of detriment of the "Client".

## GREEN COFFEE QUALITY

For coffees sold by sample, the quality shall be deemed to conform to the average of the sample submitted. For coffees sold by type description, the nuance is not guaranteed.

## INVOICING

Invoices are issued by delivery date or service provision date. According to the terms in DGCCRF memo n°6032 of 28<sup>th</sup> March 1994, an invoice may include several deliveries and/or services. The invoice date is the starting point upon which the due date for payment shall be based.

## MISCELLANEOUS FEES

The following fees, not included in the sales price, are due by the "Client" and are not added to the invoice: stamps and draft charges.

## CUSTOMS DUTIES AND TAXES

The goods are delivered customs-cleared by the "Supplier".

## SALES PRICE

Prices are net ex works, inclusive of packaging, except for special packaging requested by the "Client", at an extra cost. Any tax, duty or other provision of service to be paid for in pursuance of French regulations or the regulations of an importing country or a transit country shall be paid for by the "Client".

Any exemption of taxes or duties or other provision of service requested by the "Client", in particular concerning re-export, require the "Client" to provide all written proof demanded by French and European administration, without which, taxes or processing fees shall remain due by the "Client". Basic rates vary depending on the following discounts: volume discounts, quality-related discounts, and promotions and deferred rebates, and shall not be applicable to shipping fees passed identically in provision of services sold ex works.

## PAYMENT

Unless otherwise stipulated and accepted, payment shall be made to the headquarters of the "Supplier" in full by bank transfer upon receipt of invoice.

Regardless of any special conditions that may have been agreed to upon sale or contract conclusion, the "Supplier"

reserves the right to demand full immediate payment upon delivery.

In the event of non-payment, the sale shall be automatically and legally terminated by the "Supplier", who may demand by referral that the goods are returned without prejudice of any other rights or claims.

Cancellation shall apply not only to the order in question but to all other remaining unpaid orders, regardless of whether they have been delivered or are not yet delivered or whether payment for them has been made or not.

In the event of payment by bill of exchange, the non-return of the bill shall be considered as non-acceptance and therefore deemed as non-payment. The "Client" shall reimburse all fees incurred through legal recovery of the amounts due. In no case shall payments be suspended or subject to any compensation without the written prior agreement of the "Supplier". Any deterioration or credit from the "Client" may justify a demand for guarantees or upfront payment or draft payable on demand, before the order received is processed.

## ACCELERATION OF REPAYMENT OF AMOUNTS OWED

The non-payment of a due invoice or late payment will result in the demand to repay all outstanding amounts due, increased by unpaid invoice and recovery fees, and shall discharge the "Supplier" from any commitment to deliver.

## DEFAULT INTEREST

Any late payments (late payment is defined as a payment made after the date mentioned on the invoice) shall result in the payment of a penalty equalling three times the legal interest rate. Penalties are due without any reminder being necessary. They begin on the day after the payment date indicated on the invoice, or failing that, the thirty first day following date of receipt of goods or the execution of the service.

## DAMAGES

The "Supplier" shall not be liable for any compensation to the "Client" for damages suffered such as: personal accidents, damage to property not the subject matter of the Contract or of loss of profit.

## FORCE MAJEURE

The "Supplier" shall be temporarily released of any obligation to provide products ordered if a case of force majeure makes this impossible to do so, such as all-out or partial strikes, flood, fire or other natural catastrophes, breakdown in its own supply network or breakdown of its own I.T. or communication systems. The same applies in cases of war, lock-out, defect characterised by production, restriction or prohibition of import or export, or in general any new circumstance or external to both parties, preventing satisfactory execution of the sale, constituting cases authorising the "Supplier" to either postpone the execution of the contract or the delivery from month to month, or to proceed to total or partial cancellation, without any damages due to the "Client".

## PENALTY CLAUSE

If the recovery of a debt requires the intervention of a third party, the amount due shall be increased by 20% across all amounts due, to cover all litigation costs.

## RETENTION OF TITLE CLAUSE

By way of derogation of the provisions set out in article 1583 of the French Civil Code and law 80.335 of 12<sup>th</sup> May 1980, the "Supplier" shall remain owner of the goods delivered until full payment of amounts due, under this contract; notwithstanding the transfer of risks of the goods to the buyer.

In this regard, bills of exchange or any other title shall not be considered as payment within the context of this provision. The "Client" is forbidden from pledging the goods or selling or transferring them as collateral. In the event of seizure, the "Client" is committed to notify immediately the "Supplier". The failure of the "Client" to make any payment due shall result in the termination of the contract automatically and without further formalities.

If such an eventuality has already occurred, the "Client" authorises without restriction the "Supplier" to recover the goods.

## CHOICE OF DOMICILE AND JURISDICTION

These terms and conditions of sale, as well as any contract concluded by the "Supplier" and their consequences are governed by French law.

Choice of domicile is made by the "Supplier" as his headquarters. In the event of dispute relating to the execution of a sales contract or payment, as well as for disputes relating to the interpretation or execution of these terms and conditions, the Commercial Court of the "Supplier's" headquarters, indicated in the preamble, shall have exclusive jurisdiction, regardless of the place of delivery and mode of payment accepted and even in the event of joint or multiple defendants. Any order involves, automatically and by right, the "Client's" adherence to these general conditions of sale, notwithstanding any provision contrary to his own purchasing terms and conditions.

## MODIFICATION OF TERMS AND CONDITIONS

Any legal change or modification affecting these terms and conditions shall allow the "Supplier" to modify the aforementioned conditions with immediate effect and without further formalities.

# ACCEPTANCE OF TERMS AND CONDITIONS OF SALE (\*)

Client name:.....

Address:.....

Addition to address:.....

Postcode:.....

Town/City:.....

SIRET reference:.....

NAF reference:.....


Name of legal representant:.....

Telephone:.....

Sign and stamp after handwriting  
"Read and Approved"

Date: .....

Signed in (Location): .....



(\*) Initial each page of this document

- Document translated literally from the French general conditions of sales of the company.