

Volcafe Ltd's and all its subsidiaries' Standard Terms & Conditions of Purchase

1. Quality

1.1 Unless otherwise stated in the Contract, quality shall be final at the time of delivery to the Buyer, as per certificates issued by Buyer's appointed independent supervisor, at Buyer's expense.

1.2 The coffee shall be of merchantable and satisfactory quality.

1.3 Any quality claims arising from the Contract shall be handled in accordance with the terms of the European Standard Contract for Coffee ("ESCC") or Green Coffee Association ("GCA"), as applicable basis the Base Contract specified in the Contract.

2. Limitation of Liability

2.1 Losses for which the Buyer assumes responsibility and which shall be recoverable by Seller shall be limited as follows:

(a) Breach by Buyer of a warranty or representation in this Contract.

(b) Monies due and payable by Buyer to Seller under this Contract in respect of coffee delivered by Seller in accordance with the Contract.

(c) Costs and expenses reasonably incurred by Seller in selling the coffee to an alternative buyer ("Alternative Buyer") but only if:

- (i) Seller has mitigated its loss; and
- (ii) price per metric ton due and payable by an Alternative Buyer is lower than the price per metric ton due and payable but not paid by Buyer under the Contract.

2.2 Other than as provided in this clause the Buyer shall have no liability whatsoever for any losses incurred by Seller arising as a result of Buyer's acts or omissions.

3. Payment and Offset

3.1 Subject to the following provision, the Buyer shall pay the price of the coffee in accordance with the terms of the Contract.

3.2 To the extent not prohibited by applicable law, in addition to any other remedy the Buyer might have against the Seller, the Buyer shall have the right to offset, withhold or deduct any amount owed to the Seller by the Buyer under the Contract or any other contract entered into between Buyer and Seller, on account of any damages owed by the Seller to the Buyer

4. Container Loading and Risk

4.1 Unless otherwise specified in the Contract, Seller shall be responsible for all expenses pertaining to the collection, loading and stuffing of the containers at origin, including: collection of the empty containers from the relevant line, the stuffing of the coffee into the containers, the delivery of the fully loaded containers to the shipping line, the loading of the containers onto vessel, and freight taxes and other taxes of any nature in the country of origin or loading.

4.2 Risk of loss or damage to the coffee shall pass from the Seller to Buyer in accordance with the terms of the relevant Incoterm of the Contract.

5. Insurance

Insurance shall be effected in accordance with the provisions of the ESCC or GCA, as applicable, effective at the time of the Contract.

6. Title transfer and warranty

6.1 Title to the coffee sold and purchased under this Contract shall pass from Seller to Buyer upon payment to Seller in accordance with the Payment provisions in the Contract and these terms.

6.2 Seller hereby warrants to Buyer that the title to the coffee passing from Seller to Buyer under the Contract shall be free from any mortgage, charge, lien or any other encumbrance whatsoever.

7. Licences, authorisations, security clearances and other formalities

Buyer shall obtain and maintain in force all necessary import licences and Seller shall obtain and maintain in force all necessary export licences. Failure to obtain and maintain in force such licences shall not be grounds for a claim of force majeure if applicable law and regulations in force at time the Contract was made required such licences to be obtained and maintained.

8. Taxes and Levies

All taxes or levies in the nature of taxes arising from the Contract in the country of destination shall be for Buyer's account. All taxes or levies in the nature of taxes arising from the Contract in the country of origin shall be for Seller's account.

9. Force Majeure

The performance of the Contract is subject to Force Majeure as defined and provided for under the ESCC or GCA, as applicable.

10. Arbitration and governing law

10.1 Any disputes arising out of or in connection with the Contract shall be referred to arbitration, as follows:

- (a) in contracts subject to the terms of the ESCC where the place of arbitration is said to be Hamburg, the dispute shall be referred to the DKV for settlement in accordance with its rules. The governing law of the Contract and the arbitration proceedings shall be German.
- (b) in contracts subject to the terms of the ESCC where the place of arbitration is said to be London, the dispute shall be referred to the British Coffee Association for settlement in accordance with its rules. The governing law of the Contract and the arbitration proceedings shall be English.
- (c) in contracts subject to the terms of the GCA, the place of arbitration shall be New York, the dispute shall be submitted to the GCA for resolution in accordance with its Rules relating to Arbitration and the governing law of the Contract and the arbitration proceedings shall be the laws of the State of New York, without regard to conflict of laws principles.

11. Sanctions

11.1 Seller represents and warrants that (i) neither it nor any person or entity that owns or controls it is a designated target of economic

trade sanctions promulgated by the United States, the United Kingdom, Switzerland, Canada, Australia, European Union, United Nations, or the country of origin of the goods ("Sanction Laws"); and that (ii) Seller and its agents and representatives will fully comply with all applicable Sanction Laws in their performance under the Contract and will not do anything, or permit anything to be done, which directly or indirectly may cause the Buyer in its opinion to be in violation of the Sanction Laws. Seller agrees to cooperate with the Buyer's reasonable requests for information or documentation to verify compliance with this clause, failing which Buyer shall be entitled to terminate the Contract with all costs arising for Seller's account.

11.2 Seller shall on demand indemnify Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Buyer arising out of or in connection with any breach of the warranty contained in this clause. In this clause reference to "Buyer" shall include Buyer's corporate affiliates, and this clause shall be for the benefit of Buyer and each such corporate affiliate, and shall be enforceable by each such corporate affiliate, in addition to Buyer.

12. Anti-Tax Evasion and Money-laundering

Seller represents and warrants that any payment made in connection with the Contract shall not contravene any applicable tax or anti-money laundering laws or regulations, or otherwise give rise to an offence of tax evasion or money laundering. Seller undertakes to indemnify the Buyer for any losses suffered as a result of a breach of the representation and warranty herein.

13. ESG Compliance

13.1 Seller shall comply with all Applicable Laws including or pertaining to (i) the environment, including but not limited to deforestation, waste and hazardous substances (ii) human rights, (iii) employment including but not limited to prohibition of modern slavery, child labour, abuse of labour, discrimination, wages and benefits, working hours and overtime, (iv) health and safety, (v) anti-corruption and anti-money laundering, (vi) business integrity, and (vii) data protection and privacy.

For the purposes of this clause, Applicable Laws shall mean any international and/or federal, state, national, regional, local and domestic laws, common laws and custom, administrative laws, regulations, statutory guidance, rules, zoning laws, orders, interpretations, permits, standards, bye-laws, codes, judgments, decrees, injunctions, writs and orders of any court, governmental body or arbitrator that apply to this Contract, and/or the Buyer or the Seller.

13.2 In relation to any coffee where Brazil is the country of origin and/or the location of any operations in the supply chain (including the Seller), Seller represents and warrants that neither itself nor any person or entity within its group or within the supply chain of the coffee delivered in accordance with this Contract is or has been on the Brazilian Ministry of Labor and Employment's Dirty List ("Dirty List"). Seller shall be responsible for reviewing the Dirty List each time a new or updated publication is released and conducting full and complete cross-checks on their upstream supply sources to ensure that no such sources (including any entities within a supplier group) appear on the Dirty List. Seller shall keep documentation and accurate records of such monitoring and cross-checks for at least 5 years.

13.3 Seller shall immediately notify the Buyer of any instance of or grounds to suspect non-compliance with paragraph 13.1 or 13.2 above and shall provide the Buyer with full cooperation and support for any corresponding investigation and/or remediation measures. The Seller shall, upon request, be able to sufficiently demonstrate compliance with paragraph 13.1 and/or 13.2 above.

13.4 In the event that the Seller is unable to provide satisfactory proof of compliance with paragraph 13.1 and/or 13.2 above and/or the Seller has reasonable grounds to suspect Seller has failed to meet its compliance obligations under this Clause, the Buyer shall be entitled to terminate the Contract without any liability to the Seller.

13.5 Seller shall on demand indemnify Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Buyer arising out of or in connection with Seller's failure to comply with any of its compliance and regulatory obligations as set out in this Clause.

13.6 Through the signature of the Contract the Seller shall be deemed to have signed and accepted Buyer's Supplier Code of Conduct, and Seller undertakes and warrants that its operations, practices and products are subject to and compliant with the provisions contained in Buyer's Supplier Code of Conduct and all other Applicable Laws.

14. Severance

14.1 If any court or other competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and validity and enforceability of remaining provisions shall not be affected.

14.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, that provision shall apply with minimum modification necessary to make it legal, valid and enforceable.

15. Pre-Contract Statements

The Seller and the Buyer each acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

16. Representations and Warranties

The Seller and the Buyer each hereby represent and warrant to the other that:

- (i) (a) it is acting for its own account and has made its own independent decisions to enter into this Contract and each transaction hereunder, (b) it is not relying on any communication (written or oral) of the other party as any form of advice or recommendation (including investment advice), it being understood that information and explanations related to the terms and conditions of this Contract and any transaction hereunder are not intended as and not to be relied on as any such advice or recommendation, and (c) the other party is not acting as a fiduciary or adviser and does not provide services (including financial services) to it;
- (ii) each has full capacity to enter into the Contract;
- (iii) each has all necessary authority, powers, consents, licences and authorisations and has taken all necessary action to enable it lawfully to enter into and perform every part of the Contract;
- (iv) person(s) signing the Contract on its behalf have been duly authorised to do so;
- (v) the Contract is binding upon and enforceable against it in accordance with its terms and conditions and does not and will not breach any regulation, order, charge or agreement by which it is bound;
- (vi) information which it has provided in respect of its financial position, place of incorporation, domicile or other matters is accurate and not misleading in any material respect.

17. Assignment

Neither party to the Contract may assign, transfer, subcontract or delegate in any manner any part thereof without the prior written consent of the other party.

18. Sole Contract

The Contract and these terms contain the entire agreement between the Seller and the Buyer relating to the matter herein and may not be modified except by written agreement between the duly authorised representatives of the Seller and the Buyer.

19. Counterparts

The Contract may be executed in two counterparts and may be entered into by the Seller and the Buyer executing a separate counterpart, each of which, taken together, shall constitute one and the same Contract.

20. Notices

20.1 Any notices, instructions, demands, confirmations, contract notes or requests arising under or in connection with the Contract shall be given in writing. Writing includes electronic mail.

20.2 Any notice or other communication shall be deemed to have been duly received: (i) if delivered personally, when left at the registered address of the relevant party; (ii) if delivered by registered mail, at 9.00am on the second business day (in the country of delivery) after posting; (iii) if delivered by commercial courier, on the date and at the time that the commercial courier's delivery receipt is signed; or

(iv) if sent by e-mail, within two hours of the same being sent provided the two hours are within normal business hours in the country of the addressee of the e-mail. In the event the e-mail is sent outside of business hours, or less than two hours before the end of the relevant working day in the country of the addressee of the e-mail, the e-mail shall not be deemed received until business resumes the next working day.

21. Confidentiality

Subject to the following exemptions, neither the Buyer nor the Seller shall disclose this Contract or any part thereof to third parties or use such information for any purpose other than in connection with the performance of their obligations under this Contract. The terms of this Contract may only be disclosed in connection with any legal or regulatory proceedings, in relation to an assignment under this Contract or as agreed in writing between the parties. The Seller shall comply with and assist the Buyer to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data.

22. Precedence

In case of any conflict or ambiguity in construing the terms of the contract the following order of priority shall apply: (i) the Contract or confirmation, (ii) where the Buyer is a member of the Volcafe group (other than Volcafe Ltd) that has its own standard terms and conditions of purchase, those standard terms and conditions of purchase; (iii) these Standard Terms and Conditions of Purchase, and (iv) the Base Contract. Should the Buyer and Seller enter into an addendum amending these Standard Terms and Conditions of Purchase, these Standard Terms and Conditions of Purchase shall be read in conjunction with the addendum. Seller's terms shall be expressly excluded from the Contract. Without prejudice to the foregoing, should Seller's terms and conditions be found to apply or be in any way incorporated into the Contract, Buyer's standard terms and conditions as set out herein shall at all times be deemed to take precedence in the event of any conflict.