

Annex 1 - EU Deforestation Regulation

- 1.1 In relation to any coffee (“Product”) supplied by the Seller to the Buyer under this Contract, the Seller represents and warrants and will procure that its suppliers represent and warrant upon each delivery of any Product that any such Product is:
- 1.1.1 Deforestation-free, as defined under the EUDR;
 - 1.1.2 Produced in accordance and compliance with the relevant legislation of the country of production; and
 - 1.1.3 Kept separate from any products and/or commodities that are not deforestation-free, as defined under the EUDR, or are of unknown origin.
- 1.2 The Seller shall prepare due diligence statement in relation to the Product in accordance with the EUDR to ensure compliance with the above representations and warranties.
- 1.3 On request and within 10 business days, the Seller shall provide the Buyer the information specified in Annex II to the EUDR or as otherwise specified by the Buyer, including but not limited to:
- 1.3.1 Country or place of origin and/or production of the Product;
 - 1.3.2 Geolocation of all plots of land where the Product was produced, along with the date or time range of production;
 - 1.3.3 The outcome of the due diligence required under the EUDR and the associated due diligence statement (if applicable) reference numbers;
 - 1.3.4 Name, postal and email address of any entity that supplied the Product to the Seller;
 - 1.3.5 Verifiable information attesting that the Product is deforestation-free, as defined under the EUDR; and
 - 1.3.6 Verifiable information attesting compliance with any local laws concerning the legality of the use of the land (e.g. the need for development consents or environmental permits) where the Product was produced.
- 1.4 The Seller shall notify in writing the Buyer as soon as possible (and no later than within 10 business days) of any potential or actual risk of circumvention of the EUDR.
- 1.5 To ensure the Seller's compliance with the above, the Buyer shall have the right to:
- 1.5.1 On 10 business days' written notice to the Seller, conduct independent audit of the Seller's due diligence processes to ensure that:
 - (a) The Product supplied by the Seller is deforestation-free, as defined under the EUDR, produced in accordance and compliance with the relevant legislation of the country of production, and has been kept separate from any products and/or commodities that are not deforestation-free, as defined under the EUDR, or are of unknown origin; and
 - (b) The information provided by the Seller in accordance with clause 1.3 above is complete, true and accurate.
 - 1.5.2 Request information in addition to the information provided by the Seller in accordance with clause 1.3 and put such questions as necessary to the Seller to ensure that the information provided by the Seller is complete, true and accurate.
 - 1.5.3 Reject the delivery of the Product supplied by the Seller if the Buyer reasonably considers that:
 - (a) The Product is not deforestation-free, as defined under the EUDR, produced in accordance and compliance with the relevant legislation of the country of production, and/or has not been kept separate from any products and/or commodities that are not deforestation-free, as defined under the EUDR, or are of unknown origin; or
 - (b) The information provided by the Seller in accordance with clause 1.3 is not complete, true and accurate.
 - 1.5.4 Disclose the information provided by the Seller in accordance with clause 1.3 to the Buyer's customers or other buyers, relevant enforcement authorities and/or other third parties to the extent reasonable to meet the Buyer's obligations under the EUDR or under relevant agreements in place with the Buyer's customers.
- 1.6 The Seller shall indemnify the Buyer against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind (including professional fees and attorneys' fees) incurred by the Buyer and arising out of or in relation to the Seller's failure to:
- 1.6.1 Ensure that the Product delivered to the Buyer is deforestation-free, as defined under the EUDR, produced in accordance and compliance with the relevant legislation of the country of production, and kept separate from any products or commodities that are not deforestation-free, as defined under the EUDR or are of unknown origin; and
 - 1.6.2 Provide the information requested in accordance with clause 1.3.
- 1.7 In case of any amendments or other regulatory changes of the EUDR, this clause shall be considered to be updated to reflect any such amendments or changes from the date of any such amendment or change.