

Annex 1: EU Deforestation Regulation

- 1.1 In relation to any coffee (“Product”) supplied by the Seller to the Buyer under the Contract and delivered from outside of the European Union (“EU”) into the EU, the Buyer shall be considered an operator within the meaning of the EUDR.
- 1.2 To the extent obligations arise for the Seller under the EUDR, the Seller represents and warrants that any such Product is:
 - 1.2.1 Deforestation-free, as defined under the EUDR;
 - 1.2.2 Produced in accordance and compliance with the relevant legislation of the country of production; and
 - 1.2.3 Kept separate from any products and/or commodities that are not deforestation-free, as defined under the EUDR, or are of unknown origin.
- 1.3 To the extent obligations arise for the Seller under the EUDR, 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.
- 1.4 To the extent (a) obligations arise for the Seller under the EUDR and on request of the Buyer; or (b) it is specifically requested by the Buyer in relation to the Buyer's obligations under the EUDR, then within 10 business days, the Seller shall, in the Seller's sole discretion and to the best of the Seller's knowledge, provide the Buyer the information specified in Annex II to the EUDR or as otherwise specified by the Buyer, including but not limited to:
 - 1.4.1 Country or place of origin and/or production of the Product;
 - 1.4.2 Geolocation of all plots of land where the Product was produced, along with the date or time range of production;
 - 1.4.3 The outcome of the due diligence required under the EUDR and the associated due diligence statement (if applicable) reference numbers;
 - 1.4.4 Name, postal and email address of any entity that supplied the Product to the Seller;
 - 1.4.5 Verifiable information attesting that the Product is deforestation-free, as defined under the EUDR; and
 - 1.4.6 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.
- 1.5 With the Seller's prior written consent (such consent not to be unreasonably withheld), the Buyer may disclose the information provided by the Seller in accordance with clause 1.4 to the Buyer's customers or other buyers, relevant enforcement authorities and/or other third parties to the extent strictly required to meet the Buyer's obligations under the EUDR or under relevant agreements in place with the Buyer's customers.
- 1.6 The Buyer acknowledges and accepts that the information provided by the Seller in accordance with clause 1.4 will be provided to the Seller by the Seller's suppliers. The Buyer also acknowledges that it is responsible for conducting its own due diligence under the EUDR and ensuring that the information provided in accordance with clause 1.4 is complete, true and accurate prior to placing on the market or making available on the market the Product.
- 1.7 Without prejudice to clause 1.1, the Buyer shall notify the Seller promptly upon receipt of the information provided in accordance with clause 1.4 (and in any event within 5 business days) if they believe there are any issues with the information provided and upon such notification the Buyer and the Seller shall use reasonable endeavours to resolve any conflict or discrepancy. In the absence of agreement between the Seller and Buyer after a period of 7 days, the Buyer and the Seller may agree to appoint a reputable independent third-party provider (selected at Seller's discretion), to independently verify the sufficiency and/or accuracy of the information provided in accordance with clause 1.4, the costs of which are to be split equally between the Buyer and the Seller. The Seller shall not be liable for any losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind incurred by the Buyer and arising out of or in relation to the EUDR or the information provided by the Seller under clause 1.4 voluntarily or otherwise.
- 1.8 In case of any amendments or other regulatory changes of the EUDR, this Annex 1 shall be considered to be updated to reflect any such amendments or changes from the date of any such amendment or change.