



JACOBS DOUWE EGBERTS

KDE GREEN COFFEE SOURCING TERMS

Category: Standard Terms & Conditions of Purchase
Global Responsible: Coffee & Tea Sourcing
Global Accountable: Supply

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Contents

Purpose.....	2
Supplier Code of Conduct.....	2
1. Contract Foundations.....	2
2. Contract Procedures.....	2
3. Quality Procedures.....	2
4. Shipment Procedures - General.....	4
5. Shipment Procedures – FROM Indonesia and Vietnam.....	5
6. Shipment Procedures – FROM Brazil.....	6
7. Shipment Procedures - TO Russia (JDE RUS).....	6
8. Shipment Procedures - TO Morocco (JDE MA).....	7
9. Delivery Procedures - General.....	8
10. Pricing and Invoicing Procedures.....	8
11. Responsible Sourcing Procedures.....	9
12. Cargo Information.....	12
13. General Information.....	12
APPENDIX: Container/Trailer Equipment Seals.....	13

PURPOSE

Any green coffee sourcing contract concluded by Buyer (as defined under General information) shall be subject to the KDE Green Coffee Sourcing Terms as well as the European Standard Contract for Coffee (ESCC) general conditions as per latest edition of the European Coffee Federation (ECF), hereinafter jointly referred to as: the "Sourcing Terms". In case of conflict between the KDE Green Coffee Sourcing Terms and the ESCC general conditions, the KDE Green Coffee Sourcing Terms shall prevail.

SUPPLIER CODE OF CONDUCT

Vendor represents and warrants that Vendor is and will continue to be in full compliance with the JDE Supplier Code of Conduct as published on the Corporate Responsibility section of the JDE website. Vendor represents and warrants that it is fully aware of and will comply with, and in the performance of its obligations to Buyer will not take any action or omit to take any action that would cause either Buyer or Vendor to be in violation of, (i) the U.S. Foreign Corrupt Practices Act or (ii) any other applicable anti-corruption Laws. Vendor shall accept and support any audits by Buyer or by any third party nominated by Buyer. Vendor and/or any shipper, shipping lines, warehouse keepers and forwarders engaged by Vendor shall adhere to the conditions set by the latest version of Union Customs Code (UCC) any modernizations thereof and all information requirements specified therein.

1. CONTRACT FOUNDATIONS

- 1.1 Vendor commits that contracted coffee shall be sound, merchantable and in compliance with regulatory requirements of final destination (as nominated by Buyer at the time of purchase). Such regulatory requirements can entail Vendor's obligation to i.e. provide Buyer with traceability information and due diligence done. Vendor shall cooperate with Buyer to compose due diligence statements or similar documentation as required by applicable law.
- 1.2 Delivery shall be according to standard International Chamber of Commerce (ICC) Incoterms (latest version) as agreed between parties and confirmed in the contract.
- 1.3 Contracts shall be governed by the laws of Germany. Any disputes ensuing from a contract shall be exclusively submitted to the Court of Arbitration at the Chamber of Commerce in Hamburg, Germany, without prejudice to Buyer's right to obtain a preliminary injunction at the competent court in Hamburg, Germany.

2. CONTRACT PROCEDURES

- 2.1 Buyer will issue a formal written contract for each business concluded. Vendor should strive to communicate their contract reference within one (1) calendar day of business conclusion via email. A copy of the contract, signed by an authorized staff of the Vendor must be returned within three (3) calendar days of receipt by email to Buyer. Buyer contracts and Sourcing Terms are always leading.
- 2.2 In case of a breach of contract Vendor shall reimburse Buyer for all damages resulting from a non-compliance, including though not limited to resulting from an incorrect practiced fumigation, shipments without sustainability registration, defect in quality, outright rejection. Damages may include though not limited to demurrage and detention costs, impact to production, supplemental purchase premium of replacement material supply etc. In all such cases, a firm but fair mentality will be applied by the Buyer in establishing value of damages and will be communicated via claim.
- 2.3 Vendor shall settle claims of Buyer within fourteen (14) calendar days from receipt of claim unless stated otherwise. The Buyer's claim shall not be exposed or subject to time required to pursue recourse against third parties to recover the claim.
- 2.4 Amendments to existing contract agreements must be finalized by a commercial Buyer associate of JDE only vs other representative or associate of JDE. This includes changes such as though not limited to volume, price, month of shipment, quality specification.

3. QUALITY PROCEDURES

- 3.1 Vendor shall be held responsible for any quality rejections including not adhering to the sampling protocol and for any quality deviation (such as, though not limited to, too many defects, foreign smell, mold and damaged beans, infestations and/or off-flavors) up to destination (regardless of the applicable Incoterm). In case the receiver confirms a deviation of the received quality versus a previously approved pre-shipment sample, Buyer reserves the right to claim or reject single containers/concerned quantity as non-compliance to original contract terms and may pursue damages as noted in 2.2.
- 3.2 In case of rejection at destination, Vendor is responsible to provide replacement coffee at its cost and with priority of action.

- 3.3 Buyer will not accept genetically modified coffee against any contract. Buyer reserves the right to unconditionally cancel the relevant contract in case of violation. All costs and consequences of such a cancellation will be for Vendor's account as per 2.2.
- 3.4 Unless instructed otherwise in writing, the pre-shipment sample must be sent prior to the shipment period to JDE Utrecht. The pre-shipment sample must meet the following requirements. Three hundred grams (300g) per purchase order, covering maximum ten (10) containers. Must arrive at JDE Utrecht latest twenty-one (21) calendar days before the scheduled shipment date, but not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 3.5 The moisture content of any consignment of coffee shall not exceed twelve and one-half percent (12.5%) on arrival, unless agreed otherwise in writing in the contract, based on the norm ISO 6673.
- 3.6 Only pest-free coffee must be shipped. To avoid cross infestation only use clean pest free cardboard. In cases where live insects are found during quality control at destination, the costs of removal/fumigation will be borne by Vendor unless proof that coffee and cardboard has been properly fumigated is presented to the Buyer.
- 3.7 Where fumigation is required, it must always be performed prior to shipment and prior to stuffing. It is required that the coffee is aerated for at least forty-eight (48) hours after fumigation process, prior to stuffing. Since fumigation does not have a residual activity, all actions must be taken to prevent cross and re-infestation of the fumigated coffee. Fumigation residue of any kind is not allowed in the container. If fumigation residue is found inside the container or signs indicate that fumigation has taken place inside the container the Buyer shall be entitled to reject the container.
- 3.8 Methyl Bromide for fumigation is strictly prohibited. Preferably aluminium phosphate or magnesium phosphate products should be used as fumigant material.
- 3.9 An official fumigation certificate issued by a licensed professional fumigator must be enclosed within the original shipping documents, i.e. Bill of Lading. All local legal fumigation regulations/requirements must be followed.
- 3.10 For all shipment contracts, arrival samples for final approval will be taken upon arrival at the port of destination. Each shipment sample must be identified as per the sample label template. The costs for taking outturn samples are for the account of Buyer. In case of divergence versus the original sample, Buyer reserves the right to reject the container(s). All costs and consequences of a rejection will be for Vendor's account as per 2.2.
- 3.11 Green Coffee Sample Label Templates: TYPE, PRE-SHIPMENT, SHIPMENT, OFFER/SPOT

TYPE SAMPLE	
Supplier	
Shipper	<If possible>
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Warehouse	<If possible>
Port of Destination	<If possible>
Contact	<Name> <Phone number>

PRE-SHIPMENT	
Supplier	
Shipper	<If possible>
Contract ref	100xxxx.xx
Logistic ref (start with "59")	59000xxxxx
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Represented volume	
Contact	<Name> <Phone number>

SHIPMENT SAMPLE	
Supplier	
Contract ref	100xxxx.xx
PO number	
Logistic ref (start with "59")	59000xxxxx
Terminal location	
Container Ref	
ICO Marks	<If possible>
Origin	
Quality description	
Certification	
Represented volume	
Contact	<Name> <Phone number>

OFFER/SPOT SAMPLE	
Supplier	
Shipper	<If possible>
Sellers ref	
Unique sample ref	
Origin	
Quality description	
Certification	
Represented volume	
Warehouse	
Port of Destination	
Contact	<Name> <Phone number>

4. SHIPMENT PROCEDURES - GENERAL

- 4.1 Vendor must confirm the origin latest forty-five (45) calendar days prior to shipment. Shipments are by default qualified as container yard to container yard. All shipments shall be made under FCL/FCL terms, unless agreed otherwise in writing in the contract. If the coffee is not shipped under FCL/FCL conditions, the costs shall be borne by Vendor.
- 4.2 The destination is in Buyer's option however Vendor must arrange for all matters and formalities, such as all required documentation, related to any shipment and must confirm the port of loading at least thirty (30) calendar days prior to shipment period.
- 4.3 If the Shipper is not equal to the Vendor, the name of the Shipper must be provided to the Buyer at least thirty (30) calendar days prior to the first (1) day of contractual shipment period.
- 4.4 The total contractual quantity must be available at the first (1) calendar day of the agreed shipment period. Buyer will nominate carrier and vessel and provide shipment instructions to the Vendor or may choose to book direct providing related details/confirmation to the Vendor.
- 4.5 Unless otherwise agreed in writing Vendor shall process the booking through the Cargoo on-line platform in order to secure the necessary freight space for shipment within the contractual shipping period. If Vendor is unable to place the freight booking as per instructions, Vendor must notify Buyer without delay. Both parties shall then consult with each other in an effort to establish an alternative solution satisfactory to the Buyer. Any additional costs or damages resulting from a non-compliance to process bookings through Cargoo shall be claimable by the Buyer. If the shipment delay still exists fourteen (14) calendar days after the expiry of the last day of the agreed contractual shipping period, Buyer shall have the right to annul the contract and all damages resulting from a non-compliance shall be subject to JDE's claim process as per 2.2.
- 4.6 The conditions of container and all material for bulk and bag shipments must be proven sound for food grade, i.e. clean, watertight, dry floor, technically impeccable, without holes, intact door locks, rubber packing, intact rubbers and handles, free from labels such as IDMG/IMCO, odourless, previous loads with all chemicals are prohibited. 'Brand-new' equipment is only allowed if painted with solvent free paint. In case these conditions have not been met, Buyer is entitled to (A) put the coffee at the disposal of the Vendor at their cost and (B) shall be entitled to receive replacement free of charge, without prejudice to any other rights and remedies available to Buyer under the contract and/or applicable law.

- 4.7 Stuffing material for bulk/liner bag shipments must be strong polypropylene bulk bag with resistant built-in bulkhead, properly fixed, equally levelled surface. Ropes/belts thickness used must have the capability to hold the bulk bag with the coffee always filled in until the coffee is unloaded at destination. Doors must close easily, even after sampling at destination, sufficient resistant, no bars are allowed. The use of dry bags is prohibited. In case of violation of these requirements, e.g. the doors cannot be closed properly after taking the sample on arrival at destination, Vendor needs to take over all the occurred costs including i.e. the loss of coffee.
- 4.8 The coffee needs to be protected on all sides, top and bottom with three-layer (3mm – 28 pieces) cardboard, leaving ventilation holes open. The cardboard for bulk and bag shipments must be easily removable (e.g. no glue) and free from animals or pest during discharge with no extra costs to be involved. In case of extra charges resulting from cleaning, Buyer is entitled to charge these costs to Vendor.
- 4.9 The containers must be sealed correctly. The seal number should be reflected on all required documents, such as original Bills of Lading. Any costs resulting from wrongly sealed containers will be charged to the Vendor accordingly. Please see for further details and example of the correct sealing in Appendix.
- 4.10 Vendor must ship as per Buyer's shipment instruction, to be confirmed by Vendor in writing through a Shipment Advice, including a copy of the Bill of Lading. Shipment Advice must be sent by Vendor to Buyer latest five (5) calendar days after shipment date.
- 4.11 If upon arrival/unloading the coffee in the container has been contaminated, i.e. by foreign odors or harmful chemicals prior to loading, Buyer shall be entitled to reject the coffee and claim as per 2.2.
- 4.12 Net shipped weights will be verified through reweighing at factories of Buyer or another independent recognized weigher designated by Buyer. The reweighing will be carried out with Certified weighing equipment. The results will be accepted by Vendor as final weights. A maximum weight tolerance of half of one percent (0.5%) per Bill of Lading is applicable for all coffees regardless of origin and physical grade.
- 4.13 The following deadline for weight claims is applied and overrides the standard rules for claims of the ESCC:
- Reweighing to be actioned latest forty-five (45) calendar days after arrival at port of destination;
- Final weight claim to be presented latest twenty-eight (28) calendar days after reweighing.
- 4.14 Negotiable Bill of Lading, covering any Buyer contracts, must be clean and must specify "shipped on board". Net weight must be shown on Bill of Lading per container and in total. Buyer prefers non-negotiable Seaway Bills (Express Bill of Lading).
- 4.15 Unless otherwise agreed in writing, the full set of original shipping documents must arrive at Buyers offices latest seven (7) calendar days prior to arrival of the vessel in the port of destination. Documents must be made available to Buyer before the arrival of vessel at the port of discharge. In case of a delay in shipment of the documents and/or the receiving of the documents by Buyer the Vendor will be held responsible for any costs incurred as per 2.2.
- 4.16 One original invoice is required (no extra copies needed). Buyer's reference plus purchase order number and the VAT number must be stated. Invoice is to be issued by the Vendor of the contract.
- 4.17 The original documents need to be sent as instructed in the shipping instructions.

5. SHIPMENT PROCEDURES – FROM INDONESIA AND VIETNAM

- 5.1 Pre-shipment samples for all Robusta coffees are to be of one (1) kg per purchase order, covering maximum five (5) containers for Vietnam shipment and ten (10) for Indonesian shipment. Pre-shipment sample for all Robusta coffees must be delivered to JDE Vietnam latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 5.2 Pre-shipment sample for all Arabica coffees must be delivered to JDE Utrecht latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 5.3 Vendor must inform stuffing details latest four (4) calendar days prior to stuffing by e-mail. Vietnam shipment sample one (1) kg per container and JDE Vietnam will draw samples during stuffing. For Indonesian shipments, three hundred grams (300g) of shipment samples per container must be couriered to JDE Vietnam latest three days after stuffing date.
- 5.4 A shipment sample of one (1) kg per container is required if stuffing terminal sample has not been drawn in the interior or in other ports. Shipment sample must be delivered to JDE Vietnam latest five (5) calendar days after stuffing.

- 5.5 Bean defects, foreign matter, screen size, moisture and cup will be claimed at origin based on average shipment sample analyzed.
- 5.6 Shipments from Vietnam and Indonesia require liner bags of ten (10) to twelve (12) kg per bag and dimensions of 5.9m x 2.4m x 2.4m. The bag must have reinforcement belts sewn on the sides.
- 5.7 The original documents need to be sent as instructed in the shipping instructions.

6. SHIPMENT PROCEDURES – FROM BRAZIL

- 6.1 In case JDE Brazil is providing sourcing support services for Buyer a commission of US \$0.70/50 kg is immediately invoiced after coffee has been shipped. Month-end shipments (Bill of Lading date) shall be invoiced within the same month. Payment must be done by the Vendor to JDE Brazil, converted into Brazilian Real within seven (7) calendar days after invoicing. The exchange rate to be used must be the official purchase rate declared by the Central Bank of Brazil on the closing date prior to the invoice.
- 6.2 Pre-shipment sample of five hundred grams (500g) per purchase order, covering maximum ten (10) containers. Pre-shipment sample must be delivered to JDE Brazil latest twenty-one (21) calendar days before the scheduled shipment date, however not earlier than forty-five (45) calendar days prior to the scheduled shipment period.
- 6.3 Shipment sample of five hundred grams (500g) per container. This sample must be sent and delivered to JDE Brazil latest five (5) calendar days after stuffing.
- 6.4 Vendor must inform stuffing details latest five (5) calendar days prior to stuffing by e-mail in accordance with the stuffing Form.
- 6.5 Vendor must be able to provide a stuffing report of the used containers.

7. SHIPMENT PROCEDURES - TO RUSSIA (JDE RUS)

- 7.1 Vendor must use a certified exporter (by Russian customs authorities), which has been communicated by the Buyer. If Vendor does not use the certified exporter, both parties will consult in an effort to identify and engage an alternative solution satisfactory to Buyer.
- 7.2 In cases of a revision to Vendor's company details inclusive of declared name, Vendor must inform Buyer of the changes a minimum of sixty (60) calendar days before the change occurs. Vendor shall follow instructions of the Buyer on re-issuing declaration of conformance at country of destination.
- 7.3 Special instructions are mentioned in the shipping instructions. The manufacturer name and address are to be understood as certified exporter's name and address and must be completely in line with what is mentioned on the Bill of Lading.
- 7.4 Any containerized shipment to St. Petersburg must contain metal bars or Brazil liner bags. Each bulk bag must contain an approved label in line with Russian customs requirement and Vendor must make sure that the label is protected and well-fixed in the bulk bag to arrive in good condition at the destination. Vendor shall confirm via email that all approved labels have been attached to the bulk bag properly and provide the photos of all boxes with an approved label once stuffing is done. Non-conformity is subject to cargo rejection and re-export which will result in claims.
- 7.5 Documents will not be accepted by the Russian customs in case of any mistake. Correction of original certificates will be required. Any requested change of documentation shall be executed and communicated within two (2) calendar days after request. No other company name is accepted to show on the documents. Each document must be originally signed and stamped and must carry the Bill of Lading number & date, container numbers, seal numbers, net weight, gross weight and dates of issue. PHYTO certificate must be issued according to the ISPM standard (latest version). Vendor shall reimburse Buyer for all damages resulting from non-compliance with this article.

3/3 original Bill of Ladings are required.

Consignee:

JACOBS DOUWE EGBERTS RUS LLC
1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
Villozskoe urban settlement,
Lomonosovsky municipal district, Leningrad region 188508
Russia Phone: +7 8123467620

Notify:

JACOBS DOUWE EGBERTS RUS LLC
1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
Villozskoe urban settlement,
Lomonosovsky municipal district, Leningrad region 188508
Russia Phone: +7 8123467620

Additional notify party as per shipment instructions

- 7.6 All certificates shall not be dated later than the date of the Bill of Lading.
- 7.7 Fumigation certificate must state that "The containers with goods have been aerated during ('time of aeration') prior to loading on the vessel". Certificate should be issued by an independent official company in origin country and must be issued in the name of Jacobs Rus LLC. One (1) original and two (2) certified copies are required.
- 7.8 Phytosanitary certificate should be issued by authority in origin country and must be issued in the name of Jacobs Rus LLC, not accepted is "to order of Jacobs Douwe Egberts Rus LLC". The date format should be typed or handwritten in legible capital letters. Only abbreviations may be used to identify months, so that month, day, and year are clearly stated, i.e. 22 Apr 2023 or 22 April 2023 instead of 22/04/2023. The Bill of Lading number and date of issue must be mentioned preferably in box 'Additional Declaration'. Nothing must be mentioned under all columns of III. Disinfestation and/or Disinfestation treatment. Certificate must reach JDE Rus before the vessel arrives. One (1) original and two (2) certified copies are required.
- 7.9 The quality description and the Bill of Lading number must be added on the ICO certificate (excl. China) or GSP certificate (incl. China). One (1) original and two (2) certified copies are required.
- 7.10 Quality and/or analysis are issued by an official independent inspection company. It must state that "goods are fit for human consumption and does not consist of any dangerous ingredients". If the sentence cannot be added on the quality certificate shipper must issue additionally a health certificate. One (1) certificate for the quality & analysis is accepted.
- 7.11 The packing list shall be issued by an official independent inspection company.
- 7.12 Weight and number of bags must be the same on each document. It must be mentioned brut/gross, net and tare weight in all documents. The quality description shall be the same on all documents.
- 7.13 Prior to sending the original documentation to JDE Russia, such documentation needs to be pre-approved by the JDE Russia team. Hence, copies of all documents must be emailed to relevant JDE contact offices immediately, not latest five (5) calendar days after vessel departure at origin.
- 7.14 Vendor shall accommodate possible shipping line requests under the form of LOI linked to destination.

8. SHIPMENT PROCEDURES - TO MOROCCO (JDE MA)

- 8.1 Special instructions are mentioned in the shipping instructions or sent as addendum together with the shipping instructions.
- 8.2 Required documents are phytosanitary certificate, ICO certificate, quality certificate, weight certificate, fumigation certificate, packing list, Annex III (only for PMA countries = Pays les Moins Avancés), non-manipulation certificate for landlocked countries.
- 8.3 All original documents must arrive at JDE Utrecht latest fourteen (14) calendar days before vessel arrival at destination.
- 8.4 Instructions Annex III contains two (2) pages which must be fully completed. Below there are some important instructions:
- a) Box with C.O No: mandatory
 - b) Box 5: If Annex III was issued before shipment, then leave blank
 - c) If Annex III was issued after shipment, then mention «ISSUE RETROSPECTIVELY»
 - d) If a second Annex III must be issued, «DUPLICATE» must be mentioned and keep same info as on original one
 - e) Data needs to be accurate and the same as mentioned on invoice and Bill of Lading
 - f) Weight on Annex III should be equal to weight on invoice and Bill of Lading
 - g) Box 8: Leave blank

- h) Box 9: All fields must be filled out: N ° declaration, customs office, issuing country, date, visible stamp of customs authority & signature
- i) Box 10: All fields to be filled out: shipper's name, place and date, visible stamp of shipper & signature
- j) Box 11: All fields must be filled out: JDE MA name and address, place of issue, date, visible stamp of Chamber of Commerce & signature
- k) Box 12: All fields to be filled out: place an (x) in the first box, place and date, visible stamp of Chamber of Commerce & signature
- l) Neither over writing nor erasures are accepted
- m) If the correct original Annex III is not presented together with the original documents, then JDE Utrecht on behalf of Buyer will hold back 10% of the Vendor's invoice value. Vendor will be held responsible for the customs fees paid by JDE MA

9. Delivery Procedures - General

- 9.1 Typically non-custom-cleared green coffee can be tendered to the Buyer. Non-customs-cleared green coffee is tendered to the Buyer with an invoice reflecting VAT included while custom-cleared coffee requires separate VAT on invoice.
- 9.2 All contracted coffee requires a representative sample to be approved latest fourteen (14) calendar days, but not earlier than forty-five (45) calendar days before the agreed delivery period. The size of samples must be minimum three hundred grams (300g) per lot and purchase order, respectively per silo parcel and purchase order.
- 9.3 Offer samples for soliciting new business must be minimum three hundred grams (300g) or one (1) kg if additional testing is required (e.g. OTA) per lot and/or container or silo and must be sent to JDE Utrecht. Refer to sample labeling templates. The offer sample must represent a maximum of three hundred sixty (360) bags or equivalent, unless if stored in silo the sample must represent a maximum of one hundred eight (108) tons.
- 9.4 If not otherwise agreed upon, the delivery of a contracted coffee must be affected at Buyer's call. The total contractual quantity must be available/released at the first calendar day of the agreed delivery period, thus free of rent during the whole delivery period. The written advice must state the warehouse provider's name, city, shed. no., compartment no., location code (if applicable), quantity, marks (for coffee in bags) and further information needed to clearly identify the goods. The Vendor will be held responsible when not possible to deliver as per contract.
- 9.5 If tendered in container/trailer, the equipment must be sealed correctly. The seal number should be reflected on associated documents, i.e. Vendor's invoice, final release of the warehouse, reweighing certificate. Buyer's reference plus purchase order number and the VAT number must be stated on the invoice. Any costs resulting from errors made are for the account of the Vendor.
- 9.6 CMR documents of each delivery/truck must be sent by Vendor to the assigned Logistics Service Provider (LSP) of Buyer, whichever is applicable.
- 9.7 The reweighing will be carried out with certified weighing equipment.
- 9.8 The following deadline for weight claims is applied and overrides the standard rules for claims of the ESCC:
 - Reweighing of last partial/full delivery of contract to be affected latest sixty (60) calendar days after the agreed delivery period.
 - Final weight claim to be presented latest twenty-eight (28) calendar days after reweighing at the factory or other place designated by Buyer.

10. PRICING AND INVOICING PROCEDURES

- 10.1 Payment terms are agreed and stipulated in the green coffee contract.
- 10.2 In case of "Price to be Fixed" contract conditions it is by default the Buyer's option to fix, unless it is explicitly stated that its Seller's option to fix. Fixation shall take place latest five (5) calendar days prior to shipment or latest five (5) calendar days prior to First Notice Day of the contracted terminal month and earliest three (3) months before shipment period for the total contract quantity. In the case of Seller's option, Buyer has the right to fix in case of non-compliance by Vendor. Provisional invoices are not accepted.
- 10.3 Standard pricing for ARABICA is assumed that the original invoice will be submitted in USD cts/lb., the following total quantity conversion is considered: $xxxx \text{ kg} \times 2,2046 = xxxx \text{ lb.}$

- 10.4 Standard pricing for ROBUSTA is assumed that the original invoice will be submitted in USD/ton.
- 10.5 Vendor shall upload the invoice to the Tradeshift portal: (<https://jde.support.tradeshift.com>). Vendor shall always be the beneficiary of the payment, unless Buyer agrees that payment can be assigned to another beneficiary by way of a Vendor-issued notice of assignment letter signed by Buyer. Buyer accepts payment instructions to one beneficiary's bank account, provided that such payment instructions contain the relevant bank account number. For more details on payment instructions please refer to the JDE C&TS invoicing reference document.
- 10.6 First point of contact related to Accounts Payable (Invoices, Payments, Bank Details, Discounting etc.): Frontoffice.FSS@jedecoffee.com. If an issue related to the A/P process continues unresolved for longer than thirty (30) calendar days, please escalate the concern to the original commercial JDE Buyer associate via e-mail.
- 10.7 The credit or debit notes for all claim settlements must be issued by the Buyer and apply a payment term of thirty (30) calendar days from the credit or debit document date, unless agreed otherwise in writing between Buyer and Vendor upon mutual agreement of revision.
- 10.8 In the event of late payment by the Buyer, where the delay is clearly due to errors or deficiencies in the A/P process, interest charges maybe applied at a market relevant rate.

11. RESPONSIBLE SOURCING PROCEDURES

- 11.1 We engage with our Vendors on continuous improvement in the coffee supply chain and expect them to demonstrate alignment with our Responsible Coffee Sourcing Principles published on the Corporate Responsibility section of the JDE website and a commitment to engage with coffee farmers to address priority issues and improve conditions on the ground.
- 11.2 For all certified coffee all relevant documents, (e.g. contract, Bill of Lading (B/L) and invoice) must explicitly mention under which certification the material is registered.
- 11.3 **Rainforest Alliance Certified Coffee.** Vendor must maintain certification/license and meet conditions of relevant standard. Vendor must enter certified goods in the related portal prior to arrival of shipment at port of destination. The sales announcement in the related portal must represent one PO and be linked to the relevant container number(s). The traceability level for the sales announcement must be Identity Preserved (IP) or Mixed IP. The information registered in the transaction corresponds to the information reflected on the documentation (e.g. contract, B/L & invoice). The certified premia are to be included in the final price.

KDE's Rainforest Alliance identification numbers can be found below. Please use the appropriate accounts to improve our transaction and reporting processes:

RA 2020 volumes and UTZ volumes – via Multitrace

- For European deliveries, please use RA_00018282106
- For Asian-Pacific deliveries, please use RA_00059552111
- In case the Asian-Pacific account is not active yet by then or if you are unsure, please use the European account

UTZ volumes

- For all deliveries, ME01_7483

Vendor is obliged to inform Buyer prior to concluding new business in case the Buyer is the first buyer according to Rainforest Alliance's definition*. Whenever the Buyer is the first buyer, the Buyer will register the agreed SD/SI premia in the contract. Vendor will register the agreed SD/SI on Multitrace and this will be confirmed by Buyer.

* = First buyer defined as the "certificate holder legally owning the certified product after the initial farm certificate holder"

The traceability level IP or M-IP, must be confirmed on the invoice.

RA royalty fee for Buyer's account, Buyer will pay the fee directly to Rainforest Alliance. In case Buyer is not the first importer in the portal, the Vendor will assure via the relevant portal that Royalty fee invoices are automatically reassigned to the Buyer.

11.4 **Fairtrade Certified Coffee.** In case Fairtrade Certified coffee is contracted, Vendor must be in possession of valid "FLO ID". In the contracts are confirmed the FLO ID of the Vendor and Buyer and the minimum price + Fairtrade premium payment. The FLO ID of the Vendor, PRODUCER and Buyer must be mentioned on the documentation such as the invoice and the B/L. The sales must be announced by the Vendor on the Fairtrace portal prior to shipment arrival at destination. The transaction ID must be informed to JDE logistics as soon as submitted on the portal. Vendor must add Buyer's PO number when the transaction ID is created in Fairtrace.

11.5 **Organic Certified Coffee.** When Organic certified coffee is contracted, Vendor must be in possession of valid Organic registration. Vendor must provide a Certificate of Inspection (COI) presented together with the shipping documents. The information on the COI must match the information on the B/L. Information that should be stated on the B/L:

- The coffee is Organic certified and if applicable the RA or FT certification.
- The Lot number.

For FOB deliveries, the Vendor must provide a Glyphosate Certificate of Analysis (CoA) together with the shipping documents no later than 5 days after the shipping date. A glyphosate test certificate must be issued by container. If no certificate is provided, Buyer reserves the right to measure on arrival and hold the Vendor responsible for all costs. For spot/delivery contracts, Buyer expects a CoA by container. If this is not available, Buyer will carry out an analysis at Buyer's expense.

Traces. Following documents must be uploaded in the portal:

- B/L- Invoice- Packing List.
- Field 20 needs to be filled in with the arrival date & time as per the Shipping line's schedule.

The agreement between the shipper/exporter and producer of the shipment needs to be presented upon request of the Control Body at destination.

The location specific requirements are:

GAEVLE (SWEDEN)

10 Border control post / point of release for free circulation (select in accordance with applicable EU rules)

ANTWERP

NORWAY

10 Border control post / point of release for free circulation (select in accordance with applicable EU rules)

Name	Jacobs Douwe Egberts Norge AS		
Country	 Norway	ISO Code	NO
...			

HAMBURG (GERMANY)

Field 10 – Zollamt Hamburg DE004851

Field 24 - NKG Kala Hamburg GmbH, Hohe-Schaar-Kamp 3, 21107, Hamburg, Freie Und Hansestadt, Germany (DE)

BREMEN (GERMANY)

Field 10 - You have to choose J. Müller Weser in Bremen and not the customs office in Bremen

Field 24 - The first cosignee has to be J. Müller Weser in Bremen and not J. Müller Weser in Brake

ROTTERDAM (THE NETHERLANDS)

Field 10



Rotterdam BCP/NLRTM1 should be selected from the list.

Field 11(Country of Destination): Netherlands

Field 12(Importer): Koninklijke Douwe Egberts B.V. - 026821

Oosterdoksstraat 80, 1011, Amsterdam, Netherlands (NL)

EORI: NL001269318

- 11.5 **4C Certified Coffee.** In case 4C Certified coffee is contracted, the 4C Unit License to Sell number is required and must be mentioned on the invoice. Once 4C has migrated during 2023 to the new way of reporting Vendor must enter certified goods on the 4C portal prior to arrival of shipment at port of destination. The sales announcement must represent one PO number, the container numbers (if applicable) and volume which matches the invoice.
- 11.6 **Enveritas.** In case Enveritas reaches out to Vendor to confirm the delivered green coffee volume that was supplied to Buyer in a certain period, Vendor shall ensure to meet the reporting deadline (for which time is of the essence). No changes shall be made to the document received from Enveritas. Vendor will respond with a confirmation of the business with 'y' or 'n', the sourcing region / shipper / mill and farmer geolocations/polygons will become a requirement too.

11.7 **Others.** The Vendor must report upon negotiation / contract creation or upon shipment whenever coffee is being delivered from Buyer's Common Grounds Farmer Support Program.

12. CARGOO INFORMATION

Cargoo is a collaboration and ocean freight execution platform, created and operated by Commodity Supplies AG.

Link: www.cargoo.com

Tel: +41 44 807 44 44

Email: info@cargoo.com

13. GENERAL INFORMATION

JDE Legal Entity & Address for green coffee contract:

Koninklijke Douwe Egberts B.V.
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands

Used in this document:

Buyer	Koninklijke Douwe Egberts B.V.
JDE Utrecht	Location of Koninklijke Douwe Egberts B.V. in Utrecht, the Netherlands
JDE Vietnam	Vietnam representative office of Koninklijke Douwe Egberts B.V. in Ho Chi Minh City, Vietnam
JDE Brazil	Jacobs Douwe Egberts BR Comercialização de Cafés Ltda, Brazil
JDE RUS	Jacobs Douwe Egberts RUS LLC, Russia
JDE MA	Jacobs Douwe Egberts MA S.A.R.L.A.U., Morocco

Postal Addresses:

JDE Utrecht:

Koninklijke Douwe Egberts B.V.
Attn. Coffee & Tea Sourcing
FU28, 4th Floor
Vleutensevaart 35
3532 AD Utrecht The Netherlands

JDE Vietnam:

Vietnam Rep Office Koninklijke Douwe Egberts B.V.
Room 203, 2nd Floor, Metropolitan Building
235 Dong Khoi Street, District 1
Ho Chi Minh Vietnam

JDE Brazil:

Jacobs Douwe Egberts BR Comercialização de Cafés Ltda, Brazil
Rua XV de Novembro, 41 1º andar
11010-151 Santos Brazil
Correspondence must be sent to: BR-jde.admlog@jdecoffee.com

JDE RUS LLC:

1, Passage 8, Northern Sector of the Gorelovo Industrial Zone territory,
Villozskoe urban settlement,
Lomonosovsky municipal district, Leningrad region 188508
Russia Phone: +7 8123467620

JDE MA:

JACOBS DOUWE EGBERTS MA S.A.R.L.A.
1, Rue IBN Lakhane, Ain Sebaa,
IF 15238116, PATENTE 30790130, RC 323829
Casablanca 20250, Morocco

THE USE OF SEALS IN SHIPPING AND TRANSPORTATION

For the use of seals only high standard safety seals are suitable which will meet the requirements of the C-TPAT-PROGRAM (Customs Trade Partnership Against Terrorism) and the ISPS-Code (International Ship & Port Facility Security Code). They also have to meet the ISO/PAS-17712 classification standard.



YES



NO



YES



Container seals have to be fitted at the right container door – the inner locking bar /handle- only. Or as shown right to the right inner bottom locking cam



PUBLICLY CERTIFIED EXPERT



Capt. Markus Müller
-Sworn Surveyor-

Unabhängige Schifffahrtssachverständige und Güterbesichtiger
Independent Marine, Ship & Cargo Surveyors

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Osterholzer Heerstraße 99
28307 Bremen
E-Mail: MSB-Bremen@t-online.de

PO.Box 448649 Phone 0421/435 67-0
D-28286 Bremen Telefax 435 67 89

Bankhaus Carl F. Plump & Co.
BLZ 290 304 00
Konto-Nr. 11 010

Handelsregister Bremen
HRB 9847
Geschäftsführer Markus Müller