



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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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. The applicability of any other general terms (including but not limited to those of Seller) is hereby explicitly excluded.

SUPPLIER CODE OF CONDUCT & APPLICABLE POLICIES

Seller represents and warrants that Seller is and will continue to be in full compliance with the JDE Peet's Supplier Code of Conduct, Responsible Coffee Sourcing Principles, Human Rights and Speak-up Policy as published on JDE Peet's website <https://www.jdepeets.com/about-us/policies/>. Seller shall have in place its own policies, processes, procedures and grievance mechanism to ensure compliance with JDE Peet's Supplier Code of Conduct and Human Rights Policy. Seller must provide Buyer with relevant documentation to demonstrate due diligence undertaken and take preventive or corrective action in order to meet compliance.

Seller 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 Seller to be in violation of, (i) the U.S. Foreign Corrupt Practices Act or (ii) any other applicable anti-corruption Laws. Seller shall accept and support any audits by Buyer or by any third party nominated by Buyer. Seller and/or any shipper, shipping lines, warehouse keepers and forwarders engaged by Seller 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 Seller commits that contracted green coffee shall be sound, merchantable and in compliance with all regulatory requirements of the EU unless otherwise agreed upon in writing. Such regulatory requirements can entail Seller's obligation to provide Buyer with accurate, complete detailed traceability information and required due diligence. Seller shall comply with all regulatory and legal trade, import, export goods requirements and 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 (an EU Member State). 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 business concluded. Seller 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 Seller must be returned within three (3) calendar days of receipt by email to Buyer. Buyer contract and Sourcing Terms are always leading.
- 2.2 In case of a breach of contract, Seller shall reimburse Buyer for all damages resulting from a non-compliance, including but not limited to resulting from an incorrect practiced fumigation, shipments without sustainability registration, defect in quality, outright rejection and/or untrue or dishonest reporting. Damages may include though not limited to demurrage and detention costs, impact to production, supplemental purchase premium of replacement material supply, and are claimed notwithstanding any other remedies available to Buyer. A firm but fair mentality will be applied by the Buyer in establishing, at Buyer's discretion, the value of damages which will be communicated via claim.
- 2.3 Seller 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 an existing contract must be in writing and must be finalized by a commercial Buyer associate of JDE only vs other representative of JDE such as Quality or Supply Chain associates. This includes changes such as, though not limited to, volume, price, month of shipment, quality specification.
- 2.5 Seller shall not be entitled to assign, pledge or otherwise transfer any of its rights or obligations relating to the contract without prior written approval from Buyer. Seller is not entitled to suspend or withhold delivery, payment or any other obligations. Seller shall not retain title or have any liens to green coffee after delivery. Buyer can

terminate the contract if Seller (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (iv) takes any corporate action for its winding-up, dissolution or administration, (v) makes any material misstatement as to its financial condition, or is subject to any equivalent or comparable measure under applicable law.

3. QUALITY PROCEDURES

- 3.1 Seller 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, physical or cup defects, foreign smell, mold and damaged beans, infestations and/or off-flavors) up to destination (regardless of the applicable Incoterm). In case the receiver location provides notice of a deviation of the received quality versus a previously approved pre-shipment sample, Buyer reserves the right to claim or reject the associated green coffee 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, Seller is responsible to provide replacement green coffee at its cost and with priority of action.
- 3.3 Buyer will not accept genetically modified green 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 Seller'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. Seller shall ensure that the pre-shipment sample arrives 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. As and when the situation may require, a change in sampling procedure may be requested and shall be instructed in writing.
- 3.5 The moisture content of any consignment of green 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 green 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 Seller unless proof that green coffee and cardboard has been properly fumigated is presented to Buyer.
- 3.7 Where fumigation is required, it must always be performed prior to shipment and prior to stuffing. It is required that the green 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 green 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 Seller's account as per 2.2.
- 3.11 Green Coffee Sample Label Templates: TYPE, PRE-SHIPMENT, SHIPMENT, OFFER/SPOT

Seller is expected to and will be held responsible for sampling performed by their nominated warehouse. Samples received which do not comply with JDE sampling instructions will not be evaluated

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 Seller 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 green coffee is not shipped under FCL/FCL conditions, the costs shall be borne by Seller.
- 4.2 The destination is at Buyer's option however Seller must arrange for all matters and formalities, such as all required documentation called for by destination customs agency or other competent authority empowered under the laws of said destination, 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 Seller, 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 Seller or may choose to book direct providing related details/confirmation to the Seller.
- 4.5 Unless otherwise agreed in writing Seller 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 Seller is unable to place the freight booking as per instructions, Seller 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. If a shipment delay of fourteen (14) calendar days after the expiry of the last day of the agreed contractual shipping period, Buyer shall have the right to apply a late shipment claim or 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 green coffee at the disposal of the Seller 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 green coffee always filled in until the green 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, Seller needs to take over all the occurred costs including i.e. the loss of green coffee. In the event of shipment in big bags, Seller to fully adhere to the specific guidelines as described in the Shipping Instruction (LSI).
- 4.8 The green coffee cargo 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 Seller.
- 4.9 The containers must be sealed correctly – as outlined in the Appendix. 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 Seller accordingly.
- 4.10 Seller must ship as per Buyer's shipment instruction, to be confirmed by Seller in writing through a Shipment Advice, including a copy of the Bill of Lading. Shipment Advice must be sent by Seller to Buyer latest five (5) calendar days after shipment date.
- 4.11 If upon arrival/unloading the green coffee in the container is deemed contaminated, i.e. by foreign odors or harmful chemicals prior to loading, Buyer shall be entitled to reject the green 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 Seller as final weights. A maximum weight tolerance of half of one percent (0.5%) per Bill of Lading is applicable for all green 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 Seller 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 Seller of the contract.
- 4.17 The original documents need to be sent as instructed in the shipping instructions.

5. SHIPMENT PROCEDURES – SPECIFICALLY FROM INDONESIA AND VIETNAM

- 5.1 Pre-shipment samples for all Robusta green 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 green 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 green 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 Seller 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 – SPECIFICALLY FROM BRAZIL

- 6.1 In case JDE Brazil is providing sourcing support services for Buyer a commission of \$0.70USD/50 kg is immediately invoiced after green coffee has been shipped. Month-end shipments (Bill of Lading date) shall be invoiced within the same month. Payment must be done by the Seller to JDE Brazil, converted into Brazilian Real within seven (7) calendar days after invoicing. The exchange rate to be used shall be the official purchase rate declared by the Central Bank of Brazil on the closing date prior to the invoice date
- 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 Seller must inform stuffing details latest five (5) calendar days prior to stuffing by e-mail in accordance with the stuffing Form.

6.5 Seller must be able to provide a stuffing report of the used containers.

7. SHIPMENT PROCEDURES – SPECIFICALLY TO RUSSIA (JDE RUS)

- 7.1 Seller must use a certified exporter (by Russian customs authorities), which has been communicated by the Buyer. If Seller 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 Seller's company details inclusive of declared name, Seller must inform Buyer of the changes a minimum of sixty (60) calendar days before the change occurs. Seller 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 Seller must make sure that the label is protected and well-fixed in the bulk bag to arrive in good condition at the destination. Seller 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). Seller 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 Seller shall accommodate possible shipping line requests under the form of LOI linked to destination.

8. SHIPMENT PROCEDURES – SPECIFICALLY 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 Morocco](#) 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 Seller’s invoice value. Seller will be held responsible for the customs fees paid by JDE MA.

9. Delivery Procedures – General

- 9.1 In case non-custom-cleared green coffee is tendered to the Buyer, an invoice reflecting VAT shall be included (contrary to custom-cleared green coffee, which requires separate VAT on invoice).
- 9.2 All contracted green 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. Seller shall use 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 in writing, the delivery of contracted green coffee must be triggered 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 green coffee in bags) and further information needed to clearly identify the goods. The Seller 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, such as Seller'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 and damages resulting from errors made are for the account of the Seller.
- 9.6 CMR documents of each delivery/truck must be sent by Seller 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.
- 9.9 For delivery contracts: Seller shall ensure that any warehouses share their stock reports for reconciliation once every 6 months and on JDE's request.

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 ninety (90) days 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 Seller. Provisional invoices are not accepted.
- 10.3 The corresponding Price Fixation confirmation is deemed to be correct and accepted by Seller unless explicitly objected to by Seller in writing no later than 24 hours after such confirmation was sent. Seller shall ensure that the pre-shipment sample label shall be marked with contract reference/PO number
- 10.4 Standard pricing for ARABICA is assumed that the original invoice will be submitted in USD cts/lb., the following total quantity conversion is considered: $xxx\text{ kg} \times 2,2046 = xxx\text{ lb.}$
- 10.5 Standard pricing for ROBUSTA is assumed that the original invoice will be submitted in USD/ton.
- 10.6 Seller shall upload the invoice to the Tradeshift portal: (<https://jde.support.tradeshift.com>). Seller shall always be the beneficiary of the payment, unless Buyer agrees that payment can be assigned to another beneficiary by way of a Seller-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.
- 10.7 First point of contact related to Accounts Payable (Invoices, Payments, Bank Details, Discounting etc.): Frontoffice.FSS@jdecOFFEE.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.
- 10.8 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 Seller upon mutual agreement of revision.
- 10.9 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 may be applied at a market relevant rate.

- 10.10 For delivery contracts: Seller shall ensure that all invoices from warehouses are shared on a monthly basis with the Logistics Service Provider (LSP) designated by Buyer. The invoices must include all details of the Buyer's purchase order numbers.

11. RESPONSIBLE SOURCING PROCEDURES

- 11.1 Buyer engages with Seller to enable continuous improvement in the green coffee supply chain. It is expected from Seller to engage with green coffee farmers to address priority issues and improve conditions in their supply chains. Seller will fully participate in Buyer's Supplier Self-Assessment Form programme on an annual basis and shall demonstrate alignment with Buyer's Responsible Coffee Sourcing Principles, as published on the JDE Peet's website <https://www.jdepeets.com/about-us/policies/>.
- 11.2 For all certified green coffee, all relevant documents (e.g. contract, Bill of Lading (B/L) and invoice) must explicitly mention under which certification scheme the goods are registered. Prior to shipment of certified green coffee, the Seller must be in the possession of the relevant certificate.
- 11.3 **Rainforest Alliance Certified Green coffee:** Seller must maintain the relevant certification/license and meet conditions of the relevant standard. Seller 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 Purchase Order 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 must correspond to the information reflected on the documentation (e.g. contract, B/L & invoice). The certified premia are to be included in the final price.

Buyer's (Koninklijke Douwe Egberts B.V.) Rainforest Alliance identification numbers are listed below. Seller shall use the appropriate accounts to improve our transaction and reporting processes:

RA 2020 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

Seller 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. Seller 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.

In case the Rainforest Alliance royalty fee is 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 Seller will request the automatic re-assignment to Buyer via the relevant portal to ensure that Royalty fee invoices are automatically reassigned to the Buyer.

- 11.4 **Fairtrade Certified green coffee.** In case Fairtrade Certified green coffee is contracted, Seller must be in possession of valid "FLO ID". The contracts confirm the FLO ID of the Seller and Buyer and the minimum price + Fairtrade premium payment. The FLO ID of the Seller, Producer and Buyer must be mentioned on the documentation such as the invoice and the B/L. The sales must be announced by the Seller on the Fairtrade portal prior to shipment arrival at destination. The sales transaction must represent one PO number and the Transaction ID must be informed to JDE logistics as soon as it is submitted on the portal. Seller must add Buyer's PO number when the transaction ID is created in Fairtrade. Buyers FLO ID is 25987. Unless otherwise agreed in writing, Buyer is not the first buyer and not the Fairtrade premium and price payer.
- 11.5 **Organic Certified Green coffee.** When Organic certified green coffee is contracted, Seller must be in possession of a valid Organic registration. Seller 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 green coffee is Organic certified and if applicable the RA or FT certification.
 - The Lot number.

For FOB deliveries, the Seller 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 Seller 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 Gränskontrollstation/plats för övergång till fri omsättning

Point of release for free circulation

Namn 1

Land

SE Point of release for free circulation
Stockholm **Norvik** - Swedish Food Agency
Norvikvägen 20
14945 Nynashamn
Sverige

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

Name **Point of release for free circulation Stockholm Norvik - Swedish Food Agency**

Country ISO Code

...

19 Operator responsible for the consignment

Name

Country ISO Code

...

ANTWERP

19 Operator responsible for the consignment

Name

Country ISO Code

...

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

Name	JAS Worldwide Norway AS avd. Bergen		
Country	 Norway	ISO Code	NO

NORWAY

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 Green coffee.** In case 4C Certified green coffee is contracted, the 4C Unit License to Sell number is required and must be mentioned on the invoice. Seller must announce the sales of certified goods on the 4C portal to Buyer 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.** Direct connectivity from Enveritas to green coffee Seller is to be expected and is endorsed by the Buyer in order to confirm the delivered green coffee volume that was supplied to the Buyer in a certain period. Seller 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. Seller will respond with a confirmation of the business with 'y' or 'n'

and advises the sourcing region(s) too. No new business will be done in case of non-response or continuously missing the deadlines.

- 11.7 **Others.** The Seller must report upon negotiation / contract creation or upon shipment whenever green 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.U.
1, Rue IBN Laknane, 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 Güterbesichtigter
Independent Marine, Ship & Cargo Surveyors

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

PO.Box 448649
D-28286 Bremen

Phone 04 21/4 35 67-0
Telefax 4 35 67 89

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

Handelsregister Bremen
HRB 9847
Geschäftsführer Markus Müller

APPENDIX: SECURING BIG BAGS IN A CONTAINER

Deliverables:

The load must be restrained securely with lashes pushing the load back against the front of the container with double straps on each section of big bags.

For 40-foot containers the load should be strapped in 2 sections to prevent a void to be created in the middle of the container during transport.

The straps should be able to be opened without use of cutting tools using buckles.

