

**KDE Coffee Sourcing Terms
for
Green Coffee**

Effective Date: June 1, 2019
Supersede: September 1, 2018

1. Purpose of the KDE Coffee Sourcing Terms for Green Coffee

- 1.1 Any coffee sourcing contract concluded by BUYER (as defined below) shall be subject to the KDE Coffee Sourcing Terms as well as the E.S.C.C. general conditions as per latest edition of the European Coffee Federation (E.C.F.), hereinafter jointly referred to as: the "Sourcing Terms". In case of conflict between the KDE Coffee Sourcing Terms and the E.S.C.C. general conditions, the KDE Coffee Sourcing Terms shall prevail.

2. General Information

- 2.1 BUYER:
Koninklijke Douwe Egberts B.V.
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands
- 2.2 Used abbreviations
- | | |
|---------------|---|
| 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 Indonesia | Indonesia representative office of Koninklijke Douwe Egberts B.V.
in Bandar Lampung, Indonesia |
| 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 |
- 2.3 Vendor represents and warrants that Vendor is and will continue to be in full compliance with the Supplier Code of Conduct as published on the Ethics & Integrity section of the JDE-website at www.jacobsdouweegberts.com.
- 2.4 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.
- 2.5 Vendor shall accept and support any audits by BUYER or by any third party nominated by BUYER.
- 2.6 Vendor and/or any shipper, shipping lines, warehouse keepers and forwarders engaged by Vendor shall adhere to the conditions set by the Union Customs Code (UCC) any modernizations thereof and any and all information requirements specified therein.
- 2.7 BUYER will not accept genetically modified coffee against any contract. BUYER reserves the right to unconditionally cancel the relevant contract in case of violation. Costs and consequences of such a cancellation will be for Vendors account.

3. Contracts

- 3.1 BUYER will issue a written contract for each business confirmation. Vendor must communicate their contract reference **within one (1) calendar day** of business execution. A copy of this contract, duly signed by authorized staff of Vendor, must be returned **within three (3) calendar days** by email by Vendor to BUYER. BUYER contracts and Sourcing Terms are always leading.
- 3.2 In case of "Price to be fixed contract conditions" its BUYER's option to fix, unless it is explicitly stated that its Seller's option to fix. Fixation shall take place **latest five (5) days** prior to shipment or **latest five (5) days** prior to first notice day of the contracted terminal month and **earliest three (3) months** before shipment period for the total contract quantity. BUYER has

the right to fix Seller's option to fix in case of non-compliance by Vendor. Provisional invoices are not accepted.

- 3.3 In case JDE Brazil is providing buying services for BUYER:
- The commission US \$0,70/50 kg is immediately due after coffee has been shipped.
 - Month end shipments (Bill of Lading date) to be invoiced within the same month.
 - Payment must be done by the Vendor/shipper to the Beneficiary JDE Brazil, converted into Brazilian Real.
 - 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.
- 3.4 Vendor must confirm the origin **latest 45 calendar days** prior to shipment.
- 3.5 Delivery shall be according to standard Incoterms ICC (latest version) as agreed between parties and confirmed in the contract.
- 3.6 The destination is in BUYER's option.
- 3.7 Payment terms are agreed and stipulated in the contract.
- 3.8 In case of a breach of contract Vendor shall reimburse BUYER for any and other damage resulting from a non-compliance, including i.e. non-compliance as a result of an incorrect practiced fumigation, shipments without sustainability registration, demurrage and detention costs, loss of coffee, shipment delays, quality rejections etc.
- 3.9 Vendor shall be held responsible for any quality rejections including not adhering to the sampling and for any quality deviation up to final destination ie. chemical, phenol, foreign smell, musty and damaged beans, too many defects, infestation. In case the receiver confirms a deviation of the received quality/moisture versus the approved shipment sample, BUYER reserves the right to claim or reject single containers. In case of quality claims/reject all the costs occurred, ie. survey reports, demurrage charges, freights for replacement, storage, delivery costs to the warehouse, are for Vendor's account.
- 3.10 Vendor shall settle claims of BUYER within the stipulated period and not wait until it can take recourse against third parties to recover the claim.
- 3.11 The credit or debit notes for all claim settlements must be issued by the BUYER and apply a payment term of **30 days** from the credit or debit document date, with the exception of quality rejections. In case of any quality rejections the payment term will be equal to the due date of the original coffee invoice.
- 3.12 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.

4. Sustainability

- 4.1 In case of UTZ and Rainforest Certified contracted coffee, Vendor must maintain certification or license and meet conditions of the Chain of Custody Standard. Vendor must enter certified goods in GIP or Marketplace. The UTZ or RA certificate must link to container numbers. The announcement and invoice must include the purchase order number. Vendor must inform any changes to BUYER.
- 4.2 In case UTZ Certified coffee is contracted, BUYER is responsible for paying the UTZ last BUYER's fee to the RA foundation. The UTZ premium is included in the final price. The UTZ Certificate must be captured in the UTZ system prior to shipment and the BUYER needs to be informed by e-mail. The level of UTZ traceability must be mentioned on supplier's documentation including invoice. The traceability level of UTZ-IP or UTZ-SG must be referenced on invoices and documentation. All GIP sales announcements must represent one or multiple physical deliveries. The information registered in the GIP transaction which corresponds to the product (volume, quality, etc.) must be equal to the information reflected in the documentation accompanying the physical delivery.

- 4.2 In case Rainforest Certified coffee is contracted, the Rainforest Alliance Certificate must be presented together with a set of shipping documents. Farm name and RA Certificate Code must be mentioned in Bill of Lading body. Full ICO marks must be stated on RA certificate. The RA premium is included in the contracts final price.
- 4.3 In case Fairtrade Certified coffee is contracted, VENDOR must be in possession of valid "FLO ID". The FLO ID of Vendor and BUYER must be mentioned in the invoice and the Bill of Lading.
- 4.4 In case 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 a set of shipping documents. The information on the COI must match the information on the Bill of Lading.
- 4.5 In case 4C Certified coffee is contracted, the 4C Unit License to Sell number is required and must be mentioned in the Bill of Lading body.
- 4.6 Shipments without registration or incomplete documentation will be kept in the terminal. Any and other damage resulting from a non-compliance shall be reimbursed.

5. Quality

- 5.1 The moisture content of any consignment of coffee shall not exceed 12.5% on arrival, unless agreed otherwise in writing in the contract, based on the norm ISO 6673. In case of Indonesian coffee, quality as per SNI (Indonesian Standard) 01-2907-1992, ISO 1447.
- 5.2 Coffee must be free from smoky smell, chemical smell, mouldy and fermented beans.
- 5.3 Only pest-free coffee must be shipped. To avoid cross infestation only use clean pest free cardboard. In case live insects are found during quality control at final destination, the costs of removal/fumigation will be borne by Vendor unless coffee and cardboard has been properly fumigated.
- 5.4 Where fumigation is required, it must be effected always prior to shipment and prior to stuffing. It is required that the coffee is aerated for at least 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.
- 5.5 Methyl Bromide for fumigation is strictly prohibited. Preferably aluminum phosphate or magnesium phosphate products should be used as fumigant material.
- 5.6 An official fumigation certificate issued by a licensed professional fumigator must be enclosed to the original shipping documents, i.e. Bill of Lading. All local legal fumigation requirements must be followed.
- 5.7 BUYER reserves the right to reject the container(s)/coffee in case of any quality deviation. Containers holding the rejected coffee will be debited to the Vendor, any and other damage resulting from a non-compliance shall be reimbursed.

6. Specific Terms related to Shipment Contracts

- 6.1 If not otherwise agreed upon, the delivery of a parcel must be effected at BUYER's call. The total contractual quantity must be available at the first calendar day of the agreed shipment period.
- 6.2 BUYER nominates carrier and vessel for shipping before the agreed shipment period. BUYER shall inform Vendor thereof by means of a shipment instruction.
- 6.3 Vendor must confirm the port of loading at least 30 calendar days prior to shipment period.
- 6.4 Shipments are by default qualified as container yard to container yard.
- 6.5 If the shipper is not equal to the Vendor, the name of the shipper must be provided to the BUYER **latest seven (7) calendar days** prior to the first day of contractual shipment period.

- 6.6 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 Advices must be sent by Vendor to BUYER **latest five (5) calendar days** after shipment date.
- 6.7 Vendor must arrange for all matters and formalities, such as all required documentation, related to any shipment.
- 6.8 Should Vendor be unable to secure the necessary freight space for shipment within the contractual shipping period, they must warn BUYER without delay. Both parties shall then consult with each other and try to find an alternative solution satisfactory to BUYER. Any costs made shall be paid by Vendor. If no satisfactory solution in BUYER's opinion can be found, BUYER may annul the contract and any and other damage resulting from a non-compliance shall be reimbursed.
- 6.9 If the shipment delay still **exists 45 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 any and other damage resulting from a non-compliance shall be reimbursed.
- 6.10 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.
- 6.11 The containers need to be sealed correctly. The seal number should be reflected on all required documents, i.e. original Bill of Ladings. 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 V.
- 6.12 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, odorless, 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.
- 6.13 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 all costs will be borne by Vendor. In case of rejection at destination, Vendor is responsible to send replacement coffee at his costs.
- 6.14 Exposure to the sun radiation of closed containers must be avoided or kept at a minimum. Carrier to stow container away from heat and sun/weather protected. In case of violation of this requirement, BUYER is entitled to reject the coffee shipment all costs shall be borne by the Vendor.
- 6.15 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 filled in at all times 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, i.e. the doors cannot be closed properly after taking the sample on arrival at final destination, Vendor needs to take over all the occurred costs including i.e. the loss of coffee.
- 6.16 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 (i.e. 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.
- 6.17 Net shipped weights will be verified through reweighing at factories of BUYER or any other 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 0.5% per Bill of Lading is applicable for all coffees.
- 6.18 The following deadline for weight claims is applied and overrides the standard rules for claims of the E.S.C.C. contract:
- Reweighing to be effected **latest 45 calendar days** after arrival at port of destination;
 - Final weight claim to be presented **latest 28 calendar days** after reweighing.
- 6.19 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).
- 6.20 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.
- 6.21 One original invoice is required (no extra copies needed). BUYER's reference plus purchase order number, container number and the VAT number must be stated. Invoice is to be issued by the Vendor of the contract. Vendor shall always be the beneficiary of the payment unless BUYER agreed that payment can be assigned to another beneficiary by signing a notice of assignment letter. Payment instructions will be accepted only to one bank account of the beneficiary of the contract.
- 6.22 If the original invoice will be submitted in UScts/lb, the following total quantity conversion is considered: xxx kg x 2,2046 = xxx lb.
- 6.23 The original documents need to be sent as instructed in the shipping instructions.
- 6.24 Each sample must be identified with the BUYER's contract number, purchase order number, quantity bags, ICO marks and if applicable name of terminal, date of stuffing, person to be contacted and phone no. Examples for correct labelling are included in appendix IV.
- 6.25 The pre-shipment sample must be send prior to the shipment period to JDE Utrecht, except for shipments from Brazil and all Robusta coffees from Vietnam and Indonesia. The pre-shipment sample must be as per below instructions.
- 6.26 Pre-shipment samples **300g** per purchase order, covering maximum ten (10) containers, must arrive at JDE Utrecht **latest 21 calendar days** before the scheduled shipment date, however **not earlier than 45 calendar days** prior to the scheduled shipment period.
- 6.27 In case of shipments from Brazil:
- Pre-shipment sample **500g** per purchase order, covering maximum ten (10) containers. Pre-shipment sample must be delivered to JDE Brazil **latest 15 calendar days** prior to shipment period.
 - Shipment sample **500g** per container. This sample must be sent and delivered to JDE Brazil **latest five (5) calendar days** after stuffing.
 - Vendor must inform stuffing details **latest five (5) calendar days** prior to stuffing by e-mail in accordance with the stuffing Form.
 - Vendor must be able to provide a stuffing report of the used containers.
- 6.28 In case of shipments of all Robusta coffees from Indonesia and Vietnam:
- Pre-shipment sample **1kg** per purchase order, covering maximum five (5) containers. Pre-shipment sample for all Robusta coffees must be delivered to JDE Indonesia/JDE Vietnam **latest 15 calendar days** prior to shipment period. Pre-shipment sample for all Arabica coffees must be delivered to JDE Utrecht **latest 15 calendar days** prior to shipment period.
 - Stuffing terminal sample **1kg** per container. JDE Indonesia/JDE Vietnam will draw samples during stuffing. Shipper must inform stuffing details **latest four (4) calendar days** prior to stuffing by e-mail.
 - Shipment sample **1kg** per container. This sample must be sent if stuffing terminal sample has not been drawn in the interior or in other ports. Shipment sample must be delivered to JDE Indonesia/JDE Vietnam **latest five (5) calendar days** after stuffing.

- No coffee from the Long Khan/Dong Nai areas.
 - Bean defects, foreign matter, screen size, moisture and cup will be claimed at origin based on average shipment sample analyzed.
 - Shipments from Vietnam require liner bags of 10 to 12kg per bag and dimensions of 5.9m x 2.4m x 2.4m. The bag must have reinforcement belts sewn on the sides.
- 6.29 In case of shipments for Thailand:
- Vendor must send by email the digital (draft) copies of all certificates (incl. copy Bill of Lading) **minimum one (1) calendar day** before shipment date to JDE Vietnam for approval.
 - All original documents need to be sent to JDE Vietnam on the shipment date.
- 6.30 For all shipment contracts, arrival samples for final approval will be taken upon arrival at the port of destination. 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). The ensuing costs and consequences of rejections are for the account of Vendor.
- 6.31 The special requirements regarding shipments to Russia and Morocco are included in Appendix II and III.

7. Specific Terms Related to Spot Contracts

- 7.1 Only non-custom-cleared green coffee can be tendered to BUYER.
- 7.2 If not otherwise agreed upon, the delivery of a parcel must be effected at BUYER's call. The total contractual quantity must be available at the first calendar day of the agreed delivery period, thus free of rent during the whole delivery period. The supplier will be held responsible when not possible to deliver as per contract.
- 7.3 The container/ trailer need to be sealed correctly. The seal number should be reflected on all required documents, i.e. Vendors 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 wrongly sealing will be charged to the Vendor accordingly. Please see for further details and example of the correct sealing in Appendix V.
- 7.4 The size of offer samples mailed for soliciting new business must be minimum **300g** per lot and/or container or silo and must be sent to JDE Utrecht. Examples for correct labelling are included in appendix IV. The offer sample must represent a maximum of 360 bags or equivalent, unless if stored in silo the sample must represent a maximum of 100 Tons.
- 7.5 All contracts require a representative sample to be approved **latest 14 calendar days**, but **not earlier than 45 calendar days** before the agreed delivery period. The size of samples must be **minimum 300g** per lot and purchase order, respectively per silo parcel and purchase order.
- 7.6 For all delivery contracts, arrival samples for final approval will be taken upon arrival at the port of destination. The costs for taking outturn samples are for the account of BUYER. In case of divergence versus the original offer sample, BUYER reserves the right to reject the container(s). The ensuing costs and consequences of rejections are for the account of Vendor.
- 7.7 Goods must be tendered on the first business day following the date of sale. 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.
- 7.8 CMR's of each delivery/truck must be sent by Vendor to the assigned Logistics Service Provider (LSP) of BUYER, whichever is applicable.
- 7.9 The reweighing will be carried out with certified weighing equipment.
- 7.10 The following deadline for weight claims is applied and overrides the standard rules for claims of the E.C.S.C. contract:
 Reweighing of last partial/full delivery of contract to be effected **latest 60 calendar days** after the agreed delivery period. Final weight claim to be presented **latest 28 calendar days** after reweighing at the factory or other place designated by BUYER.

7.11 If the original invoice will be submitted in UScts/lb, the following total quantity conversion is considered: $\text{xxx kg} \times 2,2046 = \text{xxx lb}$.

8 Miscellaneous

8.1 This updated version released in September 2018 replaces all other previous versions.

Appendix

I. Postal Addresses

JDE Utrecht:

Koninklijke Douwe Egberts B.V.

Attn. Coffee & Tea Sourcing

FU28, 4th Floor

Vleutensevaart 35

3532 AD Utrecht The Netherlands

First point of contact in regards to Accounts payable: Frontoffice.FSS@jdecoffee.com

Digital invoice in PDF form to be sent to: e-invoice@jdecoffee.com

JDE Indonesia:

Indonesia Rep Office Koninklijke Douwe Egberts B.V.

JL. Way Giham No 11, Pahoman

35213 Bandar Lampung Indonesia

Phone No.: +62721 253406/250727

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:

Jacobs Douwe Egberts Rus LLC

Northern part of p.z. Gorelovo,

Lomonosovsky civic region, Villozskoye s.p.,

Volkhonskoye sh., kvartal 12, h. 7/1

Leningradskaya oblast, 188508, Russia

JDE MA:

JDE MA S.A.L.A.U.

1, Rue IBN Lankane

Ain Sebaa

20590 Casablanca Morocco

II. JDE Rus (Russia)

1. Vendor must use a certified exporter, which has been communicated by BUYER. If Vendor does not use the certified exporter, both parties will consult each other and try to find an alternative solution satisfactory to BUYER.
2. In case of plans to change the Vendor company name, Vendor must inform Buyer the changed company address or any other requisite of Vendors legal entity **minimum 60 calendar days** before the change occurs. Vendor shall follow instructions of the buyer on re-issuing declaration of conformance at country of destination.
3. Special instructions are mentioned in the shipping instructions. The manufacturer name and address is 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.
4. Any container being shipped to destination 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 shipper must make sure that the label is protected and well-fixed in the bulk bag so as to arrive in good condition at the final destination. Non-conformity is subject to cargo rejection and re-export.
5. The 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). Any and other damage resulting from a non-compliance shall be reimbursed.
6. 3/ 3 original Bill of Ladings are required.
Consignee: **Jacobs Douwe Egberts Rus LLC (RUSSIA)**
Nothern part of p.z. 'Gorelovo'
Lomonosovsky civic r-n, Vilozkoye s.p.
Volkhonskoye Sh, Kvartal 12, h. 7/1
Russia, Leningradskaya oblast, 188508
Phone 0078-123467620

Notify: **Jacobs Douwe Egberts Rus LLC (RUSSIA)**
Northern part of p.z. 'Gorelovo'
Lomonosovsky civic r-n, Villozkoye s.p.
Volkhonskoye Sh, Kvartal 12, h. 7/1
Russia, Leningradskaya oblast, 188508
Phone 0078-123467620
Additional notify party as per shipment instructions
7. All certificates shall not be dated later than the date of the Bill of Lading.
8. 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.

9. 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 2018 or 22 April 2018 instead of 22/04/2018. 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.
10. 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.
11. 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.
12. The packing list is issued by an official independent inspection company.
13. Weight and number of bags must be the same on each document. It must be mentioned brut, net and tare weight in all documents. The quality description shall be the same on all documents.
14. Prior to sending the originals to JDE Utrecht, documents need to be approved. Copies of all documents must be sent to JDE Utrecht by email **immediately**, but **latest five (5) calendar days** after vessel departure at origin.
15. All original documents must arrive at JDE Rus **latest 14 calendar days** before vessel arrival at final destination.

III. JDE MA (Morocco)

1. Special instructions are mentioned in the shipping instructions or sent as addendum together with the shipping instructions.
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 landlock countries.
3. All original documents must arrive at JDE Utrecht **latest 14 calendar days** before vessel arrival at final destination.
4. Instructions Annex III:
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
If Annex III was issued after shipment, then mention «ISSUE RETROSPECTIVELY»
If a second Annex III must be issued, «DUPLICATE» must be mentioned and keep same info as on original one
 - c. Data needs to be accurate and the same as mentioned on invoice and Bill of Lading
 - d. Weight on Annex III should be equal to weight on invoice and Bill of Lading
 - e. Box 8: Leave blank
 - f. Box 9: All fields must be filled out: N ° declaration, customs office, issuing country, date, visible stamp of customs authority & signature
 - g. Box 10: All fields to be filled out: shipper's name, place and date, visible stamp of shipper & signature
 - h. Box 11: All fields must be filled out: JDE MA name and address, place of issue, date, visible stamp of Chamber of Commerce & signature
 - i. 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
 - j. Neither over writing nor erasures are accepted
 - k. If the correct original Annex III is not presented together with the original documents than 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

IV. Instructions Labelling Samples

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

Offer Sample	
Supplier	
Shipper	<If possible>
Sellers ref	
Origin	
Quality description	
Certification	
Represented volume	
Warehouse	
Port of Destination	
Contact	<Name> <Phone number>

Type sample	
Supplier	
Shipper	<If possible>
Sellers ref	
Origin	
Quality description	
Certification	
Represented volume	-
Warehouse	<If possible>
Port of Destination	<If possible>
Contact	<Name> <Phone number>

V. Instructions Correct Sealing

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 Schiffahrtssachverständige und Güterbesichtigter
Independent Marine, Ship & Cargo Surveyors

MSB - Maritime Survey Bureau GmbH
Osterholzer Heerstraße 99
28307 Bremen
E-Mail: MSB-Bremen@e-online.de

PO.Box 4486 49
D-28286 Bremen

Phone 0421/435 67-0
Telefax 435 67 89

Bankhaus Carl F. Pump & Co.
BLZ 250 304 00
Konto-Nr. 11 010

Handelsregister Bremen
HRB 9647
Geschäftsführer Markus Müller