



Payment and Shipping Requirements for Costa Rica COE Internet Auction

The 2019 COSTA RICA Cup of Excellence Internet Auction is sponsored by The Alliance for Coffee Excellence, Inc. (ACE) and Asociación de Cafés Finos de Costa Rica. If assistance is required immediately following the auction please contact noelia@sca.cr, darrin@cupofexcellence.org, erin@cupofexcellence.org or hannah@cupofexcellence.org

Acceptance of Terms and Conditions

Your participation in this auction indicates your review and agreement to the following terms. Should you purchase any Cup of Excellence coffee at this auction you agree to the terms and conditions of purchase and shipping included in this agreement. Any buyer of any Cup of Excellence coffee through the auction or through a secondary channel agrees to the use and restrictions of the Cup of Excellence® mark. Any misuse of this mark may be cause for legal proceedings.

Coffee Lots

The 28 coffee lots being offered for sale through this internet auction were designated Cup of Excellence (COE) winners at the 2019 Costa Rica competition and awards ceremony held in Barcelo San Jose Hotel and May 31th. No other coffee can be sold using this designation. Online bidding for any Cup of Excellence lots is only available through this website. Each lot is separate and distinct. The top 3 lots scoring 90+ points have already been separated into 2 distinct lots labeled A and B. Samples have been made available. It is the responsibility of the bidder to determine quality and appropriate value.

Packing Information

The Costa Rica Cup of Excellence coffees are vacuum packed in cartons each containing 2 (two) 15kg bags. Successful bidders will be charged \$.20 (twenty cents) per pound mandatory fee for vacuum packing in addition to the per pound cost of the auction price for each lot. Bidding calculations and vacuum packing fee are based on actual pounds after milling and packing the coffees. The number of 30kg boxes as well as the weight in pounds will be shown. A broken seal on any vacuum package does not automatically warrant a claim or indicate a quality change.



Financial Responsibility for Payment

The individual bidder placing the highest bid at the close of the auction is responsible for the financial payment to the exporter of the entire lot. Individual bids once accepted by the auction software, may not be revoked or withdrawn. However, you may cancel an auto-bid to prevent the system from placing further bids on your behalf. The exporter may approve multiple payments and multiple shipping instructions for a single lot but only if the successful bidder requests the approval and submits all of the shipping instructions within 7 days of the auction. If the exporter or the country partner denies the request for any reason the bidder will be held liable for the entire payment regardless of group purchase. If a lot is split and sent to more than one destination the buyer will be responsible for any additional costs associated with that export.

Payment Requirements

Full payment of the lot(s) and the packing fee(s) is required prior to shipment unless other requests are made in writing and approved in advance. Cash against documents must also be approved in advance of the auction. Prepayment of the lot is required if moved to another exporter to be shipped. Shipment, quality and delivery responsibility will revert to new exporter.

Full payment is due 30 (thirty) days after the close of the auction regardless of ship date or method. A minimum 2% monthly late fee may be charged for any lots not paid within 30 days.

Shipping Requirements

Shipping instructions are to be sent to Asociación de Cafés Finos de Costa Rica within 7 (seven) days of the close of the auction by the successful bidder or the bidder's designated importer. Bidders can nominate any importer. A COE cooperating importer is recommended. These can be found on the ACE website at www.allianceforcoffeexcellence.org



All Lots must be shipped within 45 days of the auction. No claim may be made to the exporter, farmer, Alliance for Coffee Excellence or Asociación de Cafés Finos de Costa Rica on any COE lot shipped after 45 days.

COE lots for Costa Rica are shipped, FOB terms, net weight and applicable fees- airfreight is available at an extra cost and can be coordinated by the exporter. Lots will be shipped as per the instructions and at the cost of the successful bidder. Any changes that result in extra fees will be paid by the buyer.

THE EXPORTER

Costa Rica's nominated exporter is:

1. **Exporter Name:** Asociación de Cafés Finos de Costa Rica
2. **Exporter Address:** Pavas, Boulevard de Rohrmoser, del Edificio Prisma Dental 200 norte y 25 oeste, casa 21. San Jose, Costa Rica.
3. **COE Coffee Warehouse Address:** TESOROS DEL CAFÉ. Cartago, Barrio el Molino, 50m sur de la Regional del MEP.
4. **Exporter Contact Name:** ASOCIACIÓN DE CAFÉS FINOS DE COSTA RICA
5. **Exporter Phone numbers:** +506 2220.0685
6. **Exporter Email Address:** noelia@sca.cr
7. Copy to: darrin@cupofexcellence.org, erin@cupofexcellence.org, gary@cupofexcellence.org, malpizar@sca.cr
8. **Box Dimensions:** 41.5cm x 29.5cm x 41cm

All buyers must contact the exporter, coordinators and ACE within 7 days of the close of the auction.

Modification of this Agreement

The Management of the Cup of Excellence program have the right to modify this Agreement and any policies affecting the website. Any modification is effective immediately upon posting to the website or distribution via electronic mail. Your continued use of the auction or website following the notice of any modification shall be deemed your acceptance of the modification(s).



Indemnification, Claims and Disclaimer

Use of this internet auction and ACE website is at the bidder's own risk. Bidders agrees to hold the Alliance for Coffee Excellence, Asociación de Cafés Finos de Costa Rica, the provider of software, internet services or telecommunications companies for any consequential, incidental and/or liquidated damages if any that may result from or is claimed to result from, the bidder's participation in the auction, All quality claims must be made within 15 days of delivery as per the Green Coffee Association of NYC ruling but no claim can be made on any coffees shipped more than 45 days after the close of the auction. Should a claim arise, a neutral arbitration panel will be assembled to assess the claim. Bidding at this auction represents a contract to purchase the coffee. Should a buyer default on payment legal remedies will be undertaken.