



Payment and Shipping Requirements for 2019 México COE Internet Auction

The 2019 Cup of Excellence Internet Auction is sponsored by The Alliance for Coffee Excellence, Inc. (ACE) and **AMECAFÉ**. If assistance is required immediately following the auction please contact amanda.santos@amecafe.org.mx, marcos.oviedo@amecafe.org.mx, 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 México competition and awards ceremony held in Xalapa, Veracruz on June 21st, 2019. 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 2019 México 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 Individual bids once accepted by the auction software, may not be revoked or withdrawn.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.

To begin the sale and export process (emission of contract and invoice), the Exporter needs from the buyer the following as soon as it is requested via email:

1. Scan of Tax ID, W9, VAT or equivalent, where the following must be provided: name of the company, Tax residence, Tax ID (W9, VAT or equivalent).
 - a. **IMPORTANT:** The information of the buyer in the invoice (Name of the Company, physical address and Tax ID), should match with that of the Account holder who will do the payment.
 - b. In case there are multiple shipping instructions: The invoice and in the export documentation could indicate the name of each consignee with their address if needed.
2. Due to Mexican Government and bank verification requirements, **an official signed company letter where the following information must be provided:**
 - a) Name of the Account holder who will do the payment (company or individual)
 - b) Bank account number from the account that the funds will originate to make the payment (The Mexican Government requires the last 4 digits of the account to be declared on the invoice).

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.**

Please take into account that all exporters and custom agents that will export coffee should be registered by the AMECAFÉ A.C. (authorized by the General Custom Administration) so they can do the custom clearance for exporting any lot of coffee. Please find attached to this document the list of the Exporters and Custom Agents Authorized. This information is shared so you avoid extra expenses.

Shipping Requirements

Shipping instructions are to be sent to AGROINDUSTRIAS UNIDAS DE MEXICO, S.A. DE C.V. (AMSA) 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 AMECAFÉ on any COE lot shipped after 45 days.

COE lots for México are shipped, **Ex-warehouse Córdoba, Veracruz**, 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

México nominated exporter is:

1. **Exporter Name:** AGROINDUSTRIAS UNIDAS DE MEXICO, S.A. DE CV
2. **Exporter Address:** Prolongación de Av. 3 No. 4303, Zona Industrial. C.P. 94690, Córdoba, Veracruz.
3. **COE Coffee Warehouse Address:** AGROINDUSTRIAS UNIDAS DE MEXICO, S.A. DE CV: Prolongación de Av. 3 No. 4303, Zona Industrial. C.P. 94690, Córdoba, Veracruz.



4. **Exporter Contact Name:** Gabriel Mesmie De la Fourniere, Alfredo Bojalil
5. **Exporter Phone numbers:** +52 55 5257 6500 ext 16534 / mobile +52 1 55 2721 4013
6. **Exporter Email Address:** gabriel.delafourniere@ecomtrading.com,
abojalil@ecomtrading.com
7. Copy to: darrin@cupofexcellence.org, erin@cupofexcellence.org
gary@cupofexcellence.org, amanda.santos@amecafe.org.mx ,
coordinacion@amecafe.org.mx
8. **Box Dimensions:** 64 x 53 x 21 cm

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, AMECAFE 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.