



Payment and Shipping Requirements for Qima Yemen and ACE Private Collection Internet Auction

The 2018 Cup of Excellence Internet Auction is sponsored by The Alliance for Coffee Excellence, Inc. (ACE) and QIMA COFFEE (LTD) London (QIMA). If assistance is required immediately following the auction please contact: faris@qimacoffee.com, darrin@cupofexcellence.org, 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 Qima Coffee lots at this auction you agree to the terms and conditions of purchase and shipping included in this agreement.

Coffee Lots

The 33 coffee lots being offered for sale through this internet auction were designated by ACE's Jury and Competition at the July 2019 event in Portland, Oregon. Each lot is separate and distinct.

Packing Information

The Qima Coffee lots are vacuum packed in a carton containing 5kg bags each. Successful bidders will be charged \$.2 (two 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 5kg 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. 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 QIMA, S.A. 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 60 days of the auction, given the exporting company has received all the needed paperwork to do so. No claim may be made to the exporter, farmer, Alliance for Coffee Excellence and Qima Coffee on any lot shipped after 45 days.

QIMA lots are shipped, FOB (English Pounds), net weight and applicable fees from London via air-freight at an extra cost and can be coordinated by the exporter. Lots will only be shipped via air-freight. 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

Qima is the nominated exporter is:

1. **Company name:** Qima Coffe (Ltd) UK bank account
2. **Address:** 15 Argall Avenue, Leyton, London E10 7QE
3. **Contact name:** Faris Sheibani
4. **Phone numbers:** +44 (0) 7870 266742
5. **Email Address:** faris@qimacoffee.com
6. Copy to: darrin@cupofexcellence.org, erin@cupofexcellence.org, gary@cupofexcellence.org, faris@qimacoffee.com, adeel@qimacoffee.com

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 ACE 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, Anacafé, 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.