



8th National Coffee Quality Contest Colombia Land of Diversity Auction – May 12th, 2023, Bucaramanga, Santander

Your participation in the Auction indicates your review of, and acceptance to, the following Rules, Terms, and Conditions of the 8th National Coffee Quality Contest “Colombia Land of Diversity”.

INTRODUCTION

The 8th National Coffee Quality Contest, “Colombia Land of Diversity” is the eighth national coffee quality competition organized by the Colombian Coffee Growers Federation. This contest seeks to highlight the diversity of cup profiles that Colombia has, positioning the country as one of the best specialty coffee producers.

In this version of the auction, bidding for the winning coffee lots may be done **on-site** at the auction or **remotely**, through the platform available at www.colombialandofdiversity.com. By registering to participate on this auction platform, conducted by Sensible Development Ltd, all bidders expressly acknowledge that they have read and understood the following terms and conditions of sale and agree to be bound thereby.

Bidding for the winning coffee lots may only be done in the online auction, held the 12th of May at 8:00 am Colombian time.

DEFINITIONS

As used in these Terms and Conditions, the following words have the meaning set forth below:

1. ‘Auctioneer’ is the person designated by the seller of the auction who will have the final closing call of the final price of each lot auctioned.

2. Auction Platform

Is the website (www.colombialandofdiversity.com) operated by Sensible Development LTD for the purposes of facilitating the sale of coffee on behalf of the seller for the benefit of the buyer.

2.1. Auction Platform Trading Address:

Vantage Point
New England Road
Brighton
BN1 4GW
United Kingdom



3. 'Seller' is the organization offering a lot or lots for sale in this auction operated by the auctioneer.
4. 'Auction Lot' or 'Lot': a specific weight of green coffee offered for sale and described on the page on this auction platform.
5. 'Bidder' is any person registering, participating, making or attempting to make a bid at an Auction Sale.
6. 'Approved Bidder': is any registered person that has been approved by the seller to participate or make a bid at an auction sale.
7. 'Buyer' is the person who makes the highest bid accepted by the auctioneer, including the principal of any Bidder acting as an agent.
8. 'Final Price' is the highest bid accepted by the auctioneer at the end of the auction.
9. 'Buyer's Expense' means all costs or expenses payable by the Buyer in addition to the Purchase Price, in connection with the sale, such as applicable documentation, insurance, and shipping costs.
10. 'Purchase Price': is the sum of the Final Price plus any other logistics expenses to be applied.

REGISTRATION

1. Registrations should be made at least 24 hours prior to the day of the auction.
2. The bidder agrees to keep his account details strictly confidential and not to permit any third party to use or access his account on his behalf. The bidder will be liable for any and all bids made via his account.
3. The seller has the right at his absolute discretion to approve or refuse an application to bid on this auction, to withdraw the bidder's permission to use the online auction platform, or terminate an online bidding account on this platform; for any reason, at any time prior to, during or after a sale.
4. Further information may be sought from the bidder over and above that submitted by the bidder prior to accepting their application to bid on this or any further auction operated on the auction platform.
5. The decision of the auctioneer in any case shall be final and absolute.

AUCTION TERMS

1. The auctioneer acts as the agent for both the buyer and seller.
2. The auctioneer seeks to facilitate the sale between the buyer and seller by promoting the coffee for sale by the seller to the buyer.
3. The auction will take place on the date specific on the auction platform.
4. Each bidder is solely responsible of understanding the starting date and time for the auction.



5. Each bidder is solely responsible of familiarizing with the platform before the auction date.
6. The seller reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed.
7. The auctioneer has the right at his absolute discretion to refuse any bid. The decision of the auctioneer shall be final and absolute.
8. Each approved bidder may make as many bids as they desire during the duration of the auction of each lot.
9. All bids received by the auctioneer are final and irrevocable.
10. If the buyer is the highest bidder and the online platform announces the he has won the lot, the buyer is the new owner of that item.
11. All sales are final.
12. Any auction on the Sensible Coffee Auction Platform is a live auction and the bidder agrees that each bid submitted as provided in these terms and conditions is irrevocable and cannot be amended or corrected, even if submitted in error and notified to the seller.
13. The buyer of the auction lot will be purchasing the entire auction lot.

THE BIDDING PROCESS

Date: 12th May 2023

Time: 8:00 am Colombian time.

All approved Bidders may bid at any time during the online auction. Only bidders who are registered in the auction are able to bid. The highest Bidder at the close of each lot will be declared the purchaser of that particular lot of coffee, subject to the opening price of **US\$4.00** per pound per lot.

The minimal incremental bid is US\$0.25 per pound. This incremental could be subject to modification to lower ranges in order to give the auction better action. Bids, once accepted by the auction platform may not be revoked or withdrawn. Any subsequent higher bid, whether by the same bidder or another bidder shall effectively extinguish all prior lower bids.

Each lot will be sold in total. The highest bidder irrevocably commits to purchase the entire lot and will be the financially responsible party for payment and logistics from FOB Colombian port. All sales are final. This agreement and all of its terms override any subsequent contracts pertaining to the allocated lot.

Any subsequent terms negotiated outside this agreement's terms must be mutually agreed upon by both parties in writing.



FNC is not responsible or liable for issues related to low internet connection, communication delays or loss that may result in a situation that prevents the remote users from sending a timely bid.

PURCHASING TERMS

Parties:

Seller/Exporter: Federación Nacional de Cafeteros de Colombia (FNC).

Buyer: Party who successfully makes the highest bid for each lot. The winning bid (highest bid) becomes the buyer of the lot being auctioned.

Prices: All bids shall be expressed in U.S. Dollars per pound (US\$/lb), outright price. Final outright price will be determined by the highest bid for each lot.

Delivery/Shipment Terms:

- Free on Board (FOB) - Colombian port.
- Stuffing condition: LCL/FCL.
- Shipment port: Seller's option.
- Other applicable services and fees to be agreed on a case-by-case basis.

Payment terms:

- New FNC clients: Advance payment
- Current FNC clients: As per current terms at the date of the auction.

Quality:

- EXC MICROLOTES SC15 7F CURR 10%
- EXC MICROLOTES SC15 7F CURR 10% E.V.
- CAFE VERDE MICROLOTES
- CAFE VERDE MICROLOTES E.V.

Approval:

- All lots are pre-approved at the cupping session(s) prior to the auction hosted locally in Bucaramanga with national and international juries from May 9th to 11th.

Packaging:

- 35 kg Grain Pro bags (included in price).



- Vacuum packaging: 24 kgs boxes with two 12kgs vacuum packages (included in price).
- Special Marking (included in price).

Shipping

Shipping Month: June / July 2023 – After all logistics, shipping details and payment terms have been agreed and met by the FNC and the buyer.

Partial shipments will not be accepted.

Shipping instructions must be provided by the buyer no later than 10 business days after the live auction to the FNC logistics team.

If buyer wants to consolidate the lot with a different exporter than the seller (FNC), the lot must be paid in full before it is released. Any changes in shipping procedures requested by the buyer may result in additional shipping, administrative and documentation charges to their account.

If 30 days after the auction the buyer does not send the shipping instructions or pay in advance, in the case of new FNC clients, the FNC will not be responsible of quality loss.

Documents:

- Bill of Landing (3x original)
- ICO Certificate of origin
- Commercial Invoice
- Packing list
- Weight certificate
- Quality certificate
- Farm information and traceability
- Phytosanitary certificate (If required)

INTERNAL MARKET BIDDERS

If the winning bidder is based in Colombia, the entire winning lot will be delivered as per the following conditions:

- Payment in advance.
- Invoice should be expressed in USD.



- Payment to be made in COP as per the current exchange rate available at the payment day. It is the buyer's responsibility to announce the payment day to the seller.
- Delivery at Almacafé warehouse Bogotá (Soacha) – Km 14 Via Bogotá – Girardot.

CONTACTS

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