

## **GESHA VILLAGE COFFEE ESTATE PLC - TERMS AND CONDITIONS**

**IMPORTANT NOTE:** all Buyer expressly acknowledge that they have read and understood the following terms and conditions of sale and agree to be bound thereby.

### **1. DEFINITIONS**

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

- **Seller** is Gesha Village Coffee Estate Plc, the company offering a lot or lots for sale.
- **Buyer** is the person who makes the highest bid accepted by the Sensible Development Ltd. Auction Platform, including the principal of any Bidder acting as an agent.
- **Final Price** is the highest bid accepted by the Sensible Development Ltd. Auction Platform at the end of the auction.
- **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. Buyers will cover additional charges made by the bank of His choice, especially and not limited to cost of wire transferring the purchase contract amount payment.
- **Purchase Contract Amount** is the sum of the Final Price and the buyer's expense.
- **Lot or Lots Quantity:** the total net shipping weight of lot or lots.

### **2. GENERAL TERMS**

This agreement will apply to all online bidding at auction sales of Gesha Village Coffee Estate Plc and is applicable to bidders and buyers. During registration, users must click a checkbox that shows they agree to the Terms and Conditions of the auction. By registering to bid, users confirm that they agree to these Terms & Conditions.

### **3. SALE TERMS**

- The buyer is providing the purchase contract to seller.
- The buyer of the auction lot will be purchasing the entire auction lot (120 kg or 90 kg)
- Purchases are to be paid in full by wire transfer within one week after the Purchase agreement is signed.
- Coffee will not be shipped until the total purchase Contract amount has been paid in full.

- Purchases must be removed from the site in a period no longer than 30 days after the end of the auction.
- Shipping shall be at the expense, liability, and risk of the purchaser. Purchases will be shipped only when the total purchase Contract amount payment (including applicable shipping, insurance, and documentation fees) are received by the seller
- No claims will be allowed after goods are removed from seller premises.
- The buyer arranges his own shipping; the buyer is subject to pay documentation fees in addition to the lot price.
- The buyer is responsible for providing the correct shipping information in written form. Once an invoice is paid, the buyer cannot make any changes to the shipping information.
- Gesha Village Coffee Estate PLC will issue certificate of origin, ICO certificate, commercial invoice, packing list, phytosanitary certificate and weight certificate. The seller assumes no obligation or responsibility for obtaining permits or licenses on behalf of Buyer prior to shipment, and disclaims all liability for Buyer's failure to obtain any such permits or licenses. Buyers are urged to familiarize themselves with their jurisdiction's importation laws prior to bidding at auction to determine if, when, and how the green coffee may be legally delivered to their jurisdiction.

#### **4. AUCTION RESULT ANNULMENT/CANCELLATION**

The seller reserves the full right to annul or cancel the results of the auction in case of a glitch, technical error or flaw in the electronic auction system or the auction software.

#### **5. MODIFICATIONS TO THE TERMS AND CONDITIONS**

Gesha Village Coffee Estate Plc retains the right to modify these Terms & Conditions without prior informing Participants. In the case of such modifications, the new Terms & Conditions will automatically come into force as per the next auction event and as published on the auction website.