

**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**GREEN COFFEE EXDOCK, EXWAREHOUSE CONTRACT**

Seller's Ref: \_\_\_\_\_

Buyer's Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Quantity: \_\_\_\_\_ ( ) Weighing \_\_\_\_\_ Per Bag  
( ) See accompanying schedule for quantities, descriptions, and prices.

Quality: \_\_\_\_\_

Shipment/Delivery: \_\_\_\_\_ from \_\_\_\_\_  
Loading out charges for account of buyer/seller.

Destination/Delivery Location: \_\_\_\_\_

Shipping Advice Required: \_\_\_\_\_

Price: \_\_\_\_\_  
Payable in U.S. Dollars  
Per \_\_\_\_\_ Basis \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Weighing Terms: \_\_\_\_\_

Exceptions: \_\_\_\_\_

Additional Terms: \_\_\_\_\_

\_\_\_\_\_  
Accepted By Buyer

\_\_\_\_\_  
Accepted By Seller

\_\_\_\_\_  
Broker

**THE PROVISIONS PRINTED ON THE REVERSE PAGE ARE REFERENCED HEREIN  
AND MADE A PART OF THIS CONTRACT**

**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**GREEN COFFEE EXDOCK, EXWAREHOUSE CONTRACT**

- 1) This contract is not contingent upon any other contract.
- 2) Coffee is deliverable except under the declaration of Force Majeure.
- 3) All quality claims must be submitted in writing within five (5) days of receipt of merchandise. Tender must be made within two (2) days of availability on shipment contracts and within delivery period on delivery/spot contracts.
- 4) Any duty or tax imposed by the U.S. Government or its authority subsequent to this contract shall be for account of seller.
- 5) Insurance to be covered by seller until expiration of freetime or until buyer takes possession, whichever is earlier. Any coffee damaged prior to this date can be reconditioned one time by seller and resubmitted for approval by buyer. Subsequent to release of coffee, insurance and claims are for the account of buyer.
- 6) If any or all of this coffee is denied entry into the United States for failure to pass FDA requirements, or for violation of governmental Laws or Acts, the seller shall replace with spot, afloat, or prompt shipment. No more than three tenders are allowed.
- 7) Any dispute as to quality, grading, condition of coffee and/or contractual clause herein which cannot be amicably settled between buyer and seller shall be submitted to arbitration before the Specialty Coffee Association of America, and the decision of the arbitrators shall be final. All SCAA arbitration procedures and awards, in the absence of specific guidelines and rules, shall be in accordance with, and governed by, the laws or the State of California, as found in the California Arbitration Law, Title Nine, of the Code of Civil Procedure, 1280, et. seq.
- 8) Insolvency, bankruptcy, or financial failure of buyer or seller: If, prior to the contract becoming fully executed either party becomes insolvent, fails to make regular business payments, files a bankruptcy petition, then the other party may, at his option and communicated in writing, declare the aforesaid to constitute a breach and default of this contract, and may, in addition to other remedies, decline to deliver further or make payments or may sell or purchase for the defaulter's account, and may collect damage for any injury or loss, occasioned by such sale or purchase.

This clause is subject to the provisions of 11 USC 365 if invoked.

**SPECIALTY COFFEE ASSOCIATION OF AMERICA  
GREEN COFFEE FOB, C&F, CIF CONTRACT**

Seller's Ref: \_\_\_\_\_

Buyer's Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Quantity: \_\_\_\_\_ ( ) Weighing \_\_\_\_\_ Per Bag  
( ) See accompanying schedule for quantities, descriptions, and prices.

Quality: \_\_\_\_\_

Shipment/Delivery: \_\_\_\_\_ from \_\_\_\_\_  
Loading out charges for account of buyer/seller.

Destination/Delivery Location: \_\_\_\_\_

Shipping Advice Required: \_\_\_\_\_

Price: \_\_\_\_\_  
Payable in U.S. Dollars  
Per \_\_\_\_\_ Basis \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Weighing Terms: \_\_\_\_\_

Exceptions: \_\_\_\_\_

Additional Terms: \_\_\_\_\_

Accepted By Buyer \_\_\_\_\_

Accepted By Seller \_\_\_\_\_

Broker \_\_\_\_\_

**THE PROVISIONS PRINTED ON THE REVERSE PAGE ARE REFERENCED HEREIN  
AND MADE A PART OF THIS CONTRACT**

**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**GREEN COFFEE FOB, C&F, CIF CONTRACT**

- 1) This contract is not contingent upon any other contract.
- 2) Coffee is deliverable except under the declaration of Force Majeure. Bankruptcy is not to be considered Force Majeure.
- 3) Shipping advice to be given in writing no later than five (5) business days from bill of lading date but not later than the arrival of the vessel.
- 4) Intention to deliver spot coffee must be declared within five (5) business days of the last day required for shipment period.
- 5) Freight increases incurred after the date of this contract are for account of buyer.
- 6) All marine and war risk insurance are for account of buyer except in the case of CIF contracts, when all insurance is for account of seller.
- 7) Any duty or tax imposed by the U.S. Government or its authority subsequent to this contract shall be for account of buyer.
- 8) If any or all of this coffee is denied entry into the United States for failure to pass FDA requirements, or for violation of governmental Laws or Acts, the seller shall replace with prompt shipment of coffee. Seller to refund any payments made pending replacement.
- 9) Any quality claims must be advised in writing within fifteen (15) days of availability at destination port. Coffee will be considered accepted after fifteen (15) days. Any coffee removed from point of discharge/devanning will be considered accepted.
- 10) Any dispute as to quality, grading, condition of coffee and/or contractual clause herein which cannot be amicably settled between buyer and seller shall be submitted to arbitration before the Specialty Coffee Association of America, and the decision of the arbitrators shall be final. All SCAA arbitration procedures and awards, in the absence of specific guidelines and rules, shall be in accordance with, and governed by, the laws or the State of California, as found in the California Arbitration Law, Title Nine, of the Code of Civil Procedure, 1280, et. seq.
- 11) Insolvency, bankruptcy, or financial failure of buyer or seller: If, prior to the contract becoming fully executed either party becomes insolvent, fails to make regular business payments, files a bankruptcy petition, then the other party may, at his option and communicated in writing, declare the aforesaid to constitute a breach and default of this contract, and may, in addition to other remedies, decline to deliver further or make payments or may sell or purchase for the defaulter's account, and may collect damage for any injury or loss, occasioned by such sale or purchase.

This clause is subject to the provisions of 11 USC 365 if invoked.

**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**APPLICATION FOR ARBITRATION**

Parties:  _____ (Buyer)  _____ (Seller)  To: _____ (Respondent)  _____ (Company)	Type:  Quality / Grade _____  Technical _____  _____ (address)  _____ (city/state/zip)
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We hereby request that you arbitrate an issue arising under contract # \_\_\_\_\_  
dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ pursuant to the Rules and Procedures for Arbitration of the  
Specialty Coffee Association of America.

The issue in question is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We seek the following outcome: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We agree that the arbitrators shall be selected according to the SCAA arbitration rules for both the original arbitration and any possible appeal.

We further agree that we will abide by and perform the final judgement, order or award of said arbitrators.

We enclosed the sum of \$\_\_\_\_\_.\_\_\_\_ in accordance with the schedule of arbitration fees required by the rules of the association.

By: _____ (signature)  _____ (title)  _____ (date)	_____ (Petitioner)  _____ (Company)  _____ (address)  _____ (city/state/zip)
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**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**REPLY TO ARBITRATION**

Parties: _____ (Buyer) _____ (Seller)	Type: _____ Quality / Grade _____ Technical _____
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To: \_\_\_\_\_  
(Petitioner) \_\_\_\_\_ (address)  
\_\_\_\_\_  
(Company) \_\_\_\_\_ (city/state/zip)

Our reply to your request for arbitration is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We seek the following outcome: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We agree that the arbitrators shall be selected according to the SCAA arbitration rules for both the original arbitration and any possible appeal.

We further agree that we will abide by and perform the final judgement, order or award of said arbitrators.

We enclosed the sum of \$\_\_\_\_\_.\_\_\_\_\_ in accordance with the schedule of arbitration fees required by the rules of the association.

By: \_\_\_\_\_ (signature) \_\_\_\_\_ (Respondent)  
\_\_\_\_\_  
(title) \_\_\_\_\_ (Company)  
\_\_\_\_\_  
(date) \_\_\_\_\_ (address)  
\_\_\_\_\_  
(city/state/zip)

**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**ARBITRATION AWARD**

Parties: _____  _____ (Buyer)  _____ (Seller)	Type: _____  Quality / Grade _____  Technical _____
To: _____	
_____ (Company)	_____ (address)  _____ (city/state/zip)

The arbitrators appointed to act in accordance with the Rules and Procedures for Arbitration of the Specialty Coffee Association of America have considered the issue and evidence put forth by both parties.

They have agreed of the following award:

_____ (dated)	By: _____  Ric Rhinchart Executive Director
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**SPECIALTY COFFEE ASSOCIATION OF AMERICA**  
**APPEAL OF ARBITRATION AWARD**

Parties:

Type:

(Buyer)	Quality / Grade	
(Seller)	Technical	

To:

(Other Party)	(address)
(Company)	(city/state/zip)

We hereby appeal the original arbitration award on the grounds that:

We seek the following outcome:

We enclosed the sum of \$\_\_\_\_\_.\_\_\_\_\_ in accordance with the schedule of arbitration fees required by the rules of the association.

By:

(signature)	(Petitioner)
(title)	(Company)
(date)	(address)
	(city/state/zip)