

Port of Mokha Inc. Auction Terms and Conditions

Important Note

All Buyers 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 Port of Mokha Inc, 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. Samples

- The coffee being offered for sale through the Port of Mokha Auction consists of individual distinct lots of green coffee which were selected by the seller. Terminology and descriptions used and provided by the seller on the lots are not intended to be relied upon in lieu of bidder's sample testing. It is the sole responsibility of the bidder to evaluate samples of coffees to be auctioned regarding quality and appropriateness of use for specific purposes and customer needs.
- All samples will be sent using international courier services.
- All samples must be paid for using a valid credit card.
- All sample sales are final.
- The bidder is responsible for providing the correct shipping information for the samples.
- Once samples are paid, any changes to the shipping information will be made at the expense and risk of the bidder.
- The cost of one sample box is rebated against one auction lot purchase.

3. Sale Terms

- The Port of Mokha Auction will take place on November 21st, 2018 and will be open for bidding at 10:00 GMT/UTC. All lots will be open for bidding at the same time
- Each bidder is solely responsible of familiarizing with the platform before the auction date.
- The seller reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed.
- The seller has the right at his absolute discretion to refuse any bid. The decision of the seller shall be final and absolute.
- The buyer of the auction lot commits to purchasing the entire lot as published on the auction website.
- The buyer is providing the purchase contract to seller.
- Purchases are to be paid in full by wire transfer within one week (7 days) 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.
- Port of Mokha Inc 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.
- The identity of the highest bidder for each lot will be made public information after the conclusion of the auction for purposes of media promotion.