

Bidding Agreement - V-Auction Platform

Spot Auction Europe & UK

Version History

Version	Date	Author	Approval by
1.2	01.05.2025	Ana Beltran	Anna-Lena Bahr, Christian Vollers

V-Auction Limited (Auction Platform provider) is located at Eniti House, General Castle Way, Bury St Edmunds, Suffolk, IP30 9ND, United Kingdom with the company number 15259581.

1. Introduction

By applying to participate in any auction conducted on this platform, operated by V-Auction Ltd., all bidders explicitly confirm that they have read, understood, and agreed to the following Bidding Agreement, as well as the [Terms of Use](#) agreed upon during registration, and that they are legally bound by these terms.

2. Definitions

Unless otherwise defined in this agreement, all terms shall have the meanings assigned to the definitions in the [Terms of Use V-Auction – Coffee](#).

3. Legal Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales and all disputes arising under this agreement shall be subject to the exclusive jurisdiction of the English and Welsh courts.

4. Spot Auction Lots

- 4.1 The coffee being offered for sale through the Auction Platform consists of individual distinct lots and / or mixed pallets of green coffee which were selected by the seller(s).
- 4.2 Terminology and descriptions used and provided by the seller on the lots are not to be understood as a substitute for the sample testing by the Bidder.
- 4.3 The sellers and the auctioneer reserve the right to withdraw or modify any of the listed items from the auction.

5. Spot Auction Samples

- 5.1 It is the sole responsibility of the bidder to evaluate samples of coffees to be auctioned in order to determine quality and appropriateness of use for specific purposes and customer needs.
- 5.2 Each lot will clearly specify if samples are available or not.
- 5.3 When samples are available, those can be requested directly on the platform for each lot.
- 5.4 Samples may not fully be representative of the lots in the auction.
- 5.5 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.

- 5.6 The sample price (if any) is net of any courier charges. The seller reserves the right to determine if additional costs are applicable for the samples shipping. If applicable, courier charges will be quoted by the seller to the buyer before any shipment is made.

6. Spot Auction Terms

- 6.1 By accepting this Bidding Agreement, you are applying to be considered as a 'bidder', 'user', 'buyer' in this auction.
- 6.2 Your application to bid will be reviewed based on the information provided during registration. We reserve the right to request additional information or credit card verification before accepting your application to bid.
- 6.3 Each approved user may make as many bids/purchases as they desire during the auction, on any or all of the lots offered for sale.
- 6.4 All bids/offers received by the auctioneer are final, irrevocable and cannot be amended or corrected, even if submitted in error. Whether they are submitted in person, online or by a person bidding on behalf of a group. The person bidding on behalf of the group is sole responsible for the bids and the purchase process.
- 6.5 The auctioneer has the right at his absolute discretion to refuse any bid. The decision of the auctioneer shall be final and absolute.
- 6.6 All sales are final once the auction is over, and the winners are declared.
- 6.7 The bidder making the winning bid for a lot in the auction is the winner and is responsible for the purchase process. This also applies if the bidder is acting on behalf of a group of bidders.

7. Spot Auction Styles

The auction event will unfold in two phases to maximize opportunities for both, buyers and sellers. This two-part approach provides a balanced mechanism for sellers to maximize their sales potential while ensuring buyers have opportunities to acquire high-quality coffees at competitive prices.

7.1 Day 1 Timed Auction

1. Bidding begins on all lots at a predetermined opening price
2. Bids can be submitted for all lots at any time between 9am and 1pm.
3. Users will have the option to press a Buy-Now-Button and win the lot before the end time of the auction. If the highest bid is equal to the Buy-Now-Price, the button will disappear.
4. As soon as the time runs out at 1 pm, the auction ends, and the winners will be notified.
5. Winners and bidders will always be anonymous.

Unsold coffees have two potential outcomes: They can be carried forward to the second day. Or they may be withdrawn and sold after and outside the auction.

7.2. Day 2 Reverse Auction

1. Bidding begins on all lots at a predetermined opening price.
2. Bids can be submitted for all lots at any time after 9am.
3. Opening price will decrease gradually on all the lots.
4. The first bid placed on each lot wins - meaning if you place a bid, you accept the current price.
5. Lots may be removed from the auction platform, either because it has been sold or when it reaches its reserve price set by the seller.
6. Winners and bidders will always be anonymous.

For more information review the ['How to Bid'](#) page.

8. Spot Auction Payment & Shipping

- 8.1 The seller sends in the payment requests / invoices after the closing of the auction to the winners. The payment for auction lots is due in FULL 14 days after the invoice date.
- 8.2 If the payment has not been received in time, or other payment arrangement have been made, the seller reserves the right to offer the lot to other bidders of the auction. With the avoidance of doubt, the sale during the auction is final.
- 8.3 The auctioneer reserves the right to ban any bidder or user from this auction and/or other V-Auction auction website who fails to honour their bids, offers, or purchases made through the auction platform.
- 8.4 Coffee collection or delivery will not be arranged until the total purchase price has been paid in full. The sellers may release the lots prior to payment at their own risk.
- 8.5 The lots are sold based on the Incoterm Free Carrier (FCA) Vollers Belgium N.V. (Wilmarsdonksteenweg 33, 2030 Antwerp, Belgium) or Vollers Holland B.V. (Sardiniëweg 4, 1044 AE Amsterdam, The Netherlands), depending on the storage location of the goods. Picking, normal pallet preparation, strapping, wrapping and loading will be handled by the storage location and charged to the account of the seller.
- 8.6 Vollers Group may offer and organise the transport to the account of the buyer. Alternatively self-collection is possible by prior arrangement with the Vollers location.
- 8.7 The place of delivery is Free Carrier (FCA). All shipping and transport insurance shall be at the expense, liability, and risk of the buyer unless included in the ordered transport quote.
- 8.8 The identity of the buyer for each lot will be anonymous after the conclusion of the auction.
- 8.9 The auctioneer will share the winner's contact information with the corresponding seller.
- 8.10 In the event of any shipping issue, the seller will make reasonable efforts to assist the buyer in tracing the shipment and initiating or supporting a claim with the carrier or insurer. The buyer **agrees to cooperate in good faith** with this process, including timely responses and the provision of any necessary documentation. **Any decision regarding replacement, refund, or compensation is made at the sole discretion of the seller** and will be evaluated on a case-by-case basis.
- 8.11 In the event of a refund (subject to the conditions in Section 11), the organization and the seller are not responsible for any financial loss incurred due to:
 - Fluctuations in currency exchange rates.
 - Non-refundable bank commissions or transaction fees.
 - The refund will be processed in the original currency of the invoice (Euro/USD), and the buyer assumes all risks related to the conversion back to their local currency.

9 Modification of this agreement

- 10.1 V-Auction Ltd reserves the right to modify this Agreement and any related policies at its discretion. Modifications become effective immediately upon being posted to the website or distributed via email. Your continued use of the platform following such updates constitutes your express acceptance of the revised terms.

10 Modification of this agreement

- 10.1 Neither the **Auctioneer** nor the **Seller** shall be liable for any delay, failure, or inability to perform obligations under this agreement resulting from causes beyond their reasonable control. These include, but are not limited to: acts of God, natural disasters, fire, flood, war, civil unrest, terrorism, labor disputes, governmental actions, changes in law, port congestion, customs delays, transport disruption, disease outbreaks, cyber-attacks, or interruptions to international trade.
- 10.2 In such events, the affected obligations shall be suspended for the duration of the event without liability. The Auctioneer and Seller will use reasonable efforts to resume performance as soon as practicable. If the event materially affects the fulfillment, shipment, or delivery of a lot, the Auctioneer and Seller reserve the right to extend timelines, revise logistics, or cancel the transaction if performance becomes impossible or commercially impracticable.

11 Indemnification, Claims and Disclaimer

- 11.1 Each bid placed represents a legally binding commitment to purchase. Participation is at the bidder's own risk. Should a buyer default on payment, legal remedies will be undertaken.
- 11.2 The Auctioneer, Seller, and technical service providers are not liable for any direct or indirect damages resulting from the use of the platform or participation in the bidding process.
- 11.3 Bidders are expected to assess the value of each lot based on quality and suitability for their business. All quality claims must be submitted no later than 4 weeks of delivery. No claims will be recognized more than days after the close of the auction.
- 11.4 For any quality claim, the Auctioneer must be contacted directly before any public statement, social media post, article, or other communication to a general audience is made. An amicable resolution will first be sought between the Auctioneer, the Buyer, and the Seller.
- 11.5 Any public statement made regarding a dispute prior to contacting the Auctioneer may result in the claim being deemed void. Should a valid claim arise, a neutral arbitration panel may be assembled to assess the matter; however, the Auctioneer reserves the right to make the final determination in any quality claim resolution.
- 11.6 Any dispute arising between the Client and V-Auction must be notified in writing within 30 days of the event that gave rise to the dispute.
- 11.7 Operational Resolution: The parties shall first attempt to resolve any dispute amicably through operational-level meetings between their respective teams.
- 11.8 Escalation to Management: If the dispute cannot be resolved at the operational level, it shall be escalated to the management boards of both companies for further resolution.
- 11.9 Mediation: If the management boards cannot resolve the dispute, an official mediator shall be appointed by mutual agreement or through the International Chamber of Commerce (ICC) in Paris, in accordance with ICC rules. Any disputes arising under or in connection with this Service Agreement shall be resolved through mediation or arbitration and should be conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration shall be a neutral venue, such as Paris or disputes may also be resolved through virtual or hybrid hearing, and the language of arbitration shall be English. The mediation process shall be final and binding as agreed under this Service Agreement.

12 Questions

If you have any questions, please refer to the [Terms of Use](#), respective Bidding Agreement per auction or and our Privacy and Cookie Policy, otherwise please contact us on v-auction@vollers.com.

By checking the box to apply to bid in this auction, you confirm that you have read and agree to the terms of this Bidding Agreement.

17.03.2025