

Terms of Use V-Auction - Coffee

Version History

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1.0	10.09.2024	Ana Beltran	Anna-Lena Bahr, Christian Vollers

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

1. Introduction

Please read these Terms of Use carefully, as they affect your legal rights.

By registering in any V-Auction Platform, you expressly acknowledge that you have read, understood and accept that you will be bound to the terms of use in full. If you do not agree to any of these terms of use, you must not access, use and/or contribute to our platform. If you have any questions about these terms of use, you can contact us using the details set out below.

You must be 18 years of age to use this platform. By accessing or using this platform and agreeing to these terms and conditions, you confirm and represent that you are at least 18 years of age and have legal capacity to accept this agreement.

2. Definitions

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

- 2.1 'V-Auction Platform', 'The Auction Platform' are the websites operated by V-Auction Limited for the aim to facilitate a selling and buying process between the Seller and the Buyer.
- 2.2 'Auctioneer' or 'Us/We' is the company V-Auction Limited (Eniti House, General Castle Way, Bury St Edmunds, Suffolk, IP30 9ND, United Kingdom), who own and operate the V-Auction platform.
- 2.3 'Seller' is the organisation offering a lot or lots for sale in this auction operated by the auctioneer.
- 2.4 'Auction Lot' or 'Lot': a specific quantity of green coffee offered for sale and described on the page on the Auction Platform.
- 2.5 'Auction': an auction event hosted by us on behalf of one of the sellers, usually on an Auction Platform provided by us and starting and ending on a specific date.
- 2.6 'Bidder', 'user', is any person registering, participating, interacting, making a bid or a purchase on our Auction Platform for himself, a company or on behalf of a group of bidders.
- 2.7 'Approved Bidder': is any registered person that has been approved by the seller to participate or make a bid at an auction sale.
- 2.8 'Buyer' refers to any person who purchases samples, lots, or items on our Auction Platform, regardless of the auction type. This includes:
 - a. In a Helmsman-style auction, the "Buyer" is the user who makes the highest bid accepted by the auctioneer.
 - b. In a Timed Auction, the "Buyer" is the user who makes the highest bid accepted by the auctioneer or the one who accepts the "Buy Now" price.
 - c. In a Reverse Auction, the "Buyer" is the first user to accept the current price.

For all auction types, the term "Buyer" also includes any principal represented by a bidder acting as an agent.

- 2.9 'Final Price' is the 'highest bid', 'buy now' or 'current price', accepted by the auctioneer at the end of the auction.

- 2.10 'Auction End' marks the conclusion of the auction, either when the timer expires or when all lots have been bid on and/or no further items are available. This is the point at which no more interactions will be accepted on the platform.
- 2.11 '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/or shipping costs.
- 2.12 'Purchase Price' and/or 'Total Auction Wins' is the sum of the Final Price and the Buyer's Expense including, if applicable, commission paid by the buyer.

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. Registration

- 4.1 By registering on the V-Auction Platform, either to participate in any auction hosted by V-Auction Limited, all buyers expressly acknowledge that they have read and understood these Terms of Use of registration and agree to be bound thereby.
- 4.2 Registration on the Auction Platform enables the bidder to log in all V-Auction sites for the purpose of request samples, or to apply to bid in an auction.
- 4.3 The bidder agrees to keep his account details strictly confidential and not to permit any third party or direct competitor of V-Auction Ltd to use or access their account on their behalf. The bidder will be liable for any and all bids made via their account.
- 4.4 The auctioneer and the seller have the right at their absolute discretion to ban a registration, to withdraw the user's permission to use the Auction Platform, for any reason, at any time prior to, during or after an auction.
- 4.5 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.
- 4.6 The decision of the auctioneer and/or the seller in any case shall be final and absolute.

The information supplied by the bidder will be used in line with our Privacy and Cookies Policy.

5. Ordering Sample Sets & Coffee For Sale

- 5.1 The coffee being offered for sale through this platform consists of individual distinct lots and/or mixed pallets of green coffee which were selected by the sellers.
- 5.2 Each auction will clearly indicate whether samples are available as a set, per lot or not available at all. Samples might be offered via the Auction Platform or via the seller. This will be communicated on the Auction Platform.
- 5.3 If samples are ordered, 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 the bidder's.
- 5.4 Samples may not fully be representative of the lots in the auction.
- 5.5 Any non-conformity or quality issues on the ordered samples are to be addressed in written form to the seller and the auctioneer before the start of the auction event.
- 5.6 **V-Auction is not liable for quality, defects or loss of the goods, delays, the packaging or other quality-related defects related to any services, documentations, samples and lots offered by the sellers.**
- 5.7 The seller is solely liable for the quality, packaging, shipping, logistics, documentation or other services.
- 5.8 Dispute resolution process: The buyer and the seller attempt to settle any dispute in good faith. For any dispute the buyer or seller have to make a written statement towards the other party in order to explain the claim not later than 4 weeks after the cause of the dispute arose. Any claim will be void after the expiration of the four-week period starting from the event that led

to the dispute. Any dispute shall be mediated, arbitrated or settled by a competent organisation in the coffee industry. Both parties have to agree on the competent organisation. If both parties agree, V-Auction may help to resolve the dispute.

- 5.9 Both buyer and seller refrain from any public statement/post/social media article or related communications about a possible dispute or claim.
- 5.10 Terminology and descriptions used and provided by the sellers on the lots are not to be understood as a substitute for the sample testing by the Bidder.
- 5.11 All samples will be sent using international courier services for auctions in the origin and/or local services for spot auctions.
- 5.12 When sample fees apply and if samples are available on the auction platform, all samples must be paid for, using a valid credit card. If samples are offered directly by the seller outside the auction platform the payment is to be settle between the seller and the buyer.
- 5.13 The sample price 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.
- 5.14 The bidder or buyer is responsible for providing the correct shipping information for the samples and lots. Once samples are paid, any changes to the shipping information will be made at the expense and risk of the bidder or buyer.

6. Auction Terms

In the event the registered buyer engages in an auction to purchase coffee, the following terms apply:

- 6.1 Each auction will have its own bidding agreement, which will set out how the auction will be conducted and stipulate the sales terms.
- 6.2 Each bidder is responsible for familiarising with the bidding agreement of each auction.
- 6.3 Each bidder is solely responsible for understanding the particular auction format, specifications and terms of sale.
- 6.4 The auctioneer seeks to enable the sale between the buyer and seller by promoting the coffee in the auction.
- 6.5 Each auction shall have its own page where it will specify the format, lots and other details about the auction. The bidder should register and apply to bid twenty-four (24) hours before the start of the auction.
- 6.6 The auctioneer and the seller (acting as an auctioneer) have the right, in their absolute discretion, to approve or reject an application to bid on the auction platform, to withdraw the bidder's permission to use the auction platform or terminate a user account on the auction platform, for any reason, at any time prior to, during or after an auction.
- 6.7 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.
- 6.8 The decision of the auctioneer in any case shall be final and absolute.
- 6.9 The sellers and the auctioneer reserve the right to withdrawn or modify any of the listed items from the auction.
- 6.10 The auctioneer has the right at his absolute discretion to refuse any bid.
- 6.11 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.
- 6.12 It is the user's responsibility to safeguard their credentials. If an unauthorised user uses the platform on behalf of another user due to unauthorised access, such as a bid, purchase or interaction, the responsibility lies with the harmed user.
- 6.13 The identity of the final buyer will be always accessible to the seller and the auctioneer, though it may not be publicly disclosed on the Auction Platform. It is the user's responsibility to provide accurate information about themselves or their business. The auctioneer reserves the right to make public the identity of the lot winners after the conclusion of the auction for purposes of media promotion. Depending on the auction, it will be stated in advance whether the winners will be published or treated anonymously with a paddle number.

7. Payment & Shipping

- 7.1 The payment terms for the auction lots will be specified on the bidding agreement.
- 7.2 The buyer is responsible for any payment associated with the auction and the purchased lots.
- 7.3 The 'Current auction win'-tab of a user will include the combined value of all winning lots associated to the auction.
- 7.4 The 'Total sales'-tab of each auction will include the combined value of all lots associated to one or multiple sellers and the winners of each lot on the auction platform. This tab may be visible to the seller upon agreement.
- 7.5 Bidders at an auction should be aware of restrictions imposed by various jurisdictions regarding exportation and importation of green coffee. It is the joint responsibility of the buyer and the seller to investigate, apply, obtain, route, and comply with all special permits or license requirements and other restrictions prior to collection or shipment of the green coffee purchased on V-Auction Platform depending on the agreed Incoterm 2020 used for the auction event. Bidders are urged to familiarize themselves with their jurisdiction's importation laws prior to bidding at an auction to determine how the green coffee may be legally delivered to their jurisdiction.
- 7.6 The seller will deliver, according to the Incoterm 2020 used for the auction event, the relevant documents, for example certificate of origin, ICO certificate, commercial invoice, packing list, phytosanitary certificate and weight certificate.

8. Intellectual property and Acceptable Use

- 8.1 All digital content including but not limited to text, images, and multimedia assets, available on the Auction Platform is owned by V-Auction Ltd. and is protected by intellectual property laws.
- 8.2 Users are prohibited from reproducing, distributing, or using any digital content for commercial purposes without written permission from V-Auction Ltd.

9. Prohibited Use

- 9.2 You may not use the Auction Platform for any of the following purposes:
 - a. In any way which causes, or may cause, damage to the Auction Platform or interferes with any other person's use or enjoyment of the Auction Platform;
 - b. In any way which is harmful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. Making, transmitting or storing electronic copies of content protected by copyright without the permission of V-Auction Ltd is prohibited.
- 9.3 The following is a representative, but non-exhaustive, list of activities that are prohibited with respect to your use of the Auction Platform:
 - a. Do not provide false, misleading, or inaccurate information in any part of the Site, including when creating an account or submitting payment or shipping information.
 - b. Do not submit payment information that is deceptive, fraudulent, or intended to facilitate unlawful activity.
 - c. Do not interfere with or disrupt the functionality, integrity, or performance of the Auction Platform.
 - d. Do not attempt to bypass, disable, or interfere with any security measures implemented on the Site. This includes, but is not limited to, any attempts to gain unauthorized access to systems, data, passwords, or other information, whether belonging to V-auction, Vollers Group or any other person or entity.
 - e. Do not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or our third-party providers and partners.
 - f. Do not use any automated methods, such as "crawlers," "scrapers," "spiders," or any other manual or automated software, to access or extract data from any part of the Site.

- g. Do not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of any part of the Auction Platform.
- 9.4 You must comply with all applicable laws, rules, and regulations when using the Auction Platform. Any activity that constitutes a violation of applicable law or infringes on the rights of others is strictly prohibited.
- 9.5 Violations of these terms may result in the suspension or termination of your account and access to the Auction Platform, as well as potential legal action.

10. Links to Other Websites

- 10.1 These Auction Platforms contain links to other sites. Unless expressly stated otherwise, these sites are not under our control or that of our affiliates.
- 10.2 We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising from the use of them.
- 10.3 The inclusion of a link to another site on this website does not imply any endorsement of the sites themselves or of those in control of them.

11. Privacy Policy and Cookies

Use of the Auction Platform is also governed by our Privacy and Cookies Policy. To view the Privacy and Cookies Policy please click on the link at the bottom of this webpage.

12. Availability of the Auction Platform and Disclaimers

- 12.1 Any online facilities, tools, services or information that we make available through the Auction Platform is provided 'as is' and on an 'as available' basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties of fitness for a particular purpose, accuracy of information, compatibility and quality. We are under no obligation to update information on the Auction Platform.
- 12.2 Whilst we use reasonable endeavours to ensure that the Auction Platform is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all users take responsibility for their own security that of their personal details and their computers.
- 12.3 We accept no liability for any disruption or non-availability of the Auction Platform.
- 12.4 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Auction Platform including, but not limited to, any products and/or services available. These Terms of Use shall continue to apply to any modified version of the Auction Platform unless stated otherwise.

13. Limitation of Liability

- 13.1 **Nothing in these Terms of Use will a) limit or exclude our liability for death or personal injury resulting from our negligence, as applicable b) limit or exclude our liability for fraud or fraudulent misrepresentation or c) limit or exclude any of our liabilities in any way that is not permitted under applicable law.**
- 13.2 **V-Auction will not be liable to either the buyer or the seller in respect of any losses arising out of events beyond our reasonable control.**
- 13.3 **To the maximum extent permitted by law, V-Auction limits its liability to the buyer and the seller or any other party.**
 - a. **V-Auction's liability in any case is limited to 20.000 GBP per auction or a series of auctions.**
 - b. **V-Auction is not liable for any business losses, such as lost profits, lost income, lost revenue, anticipated savings, lost business opportunities, lost contracts, lost goodwill or any other commercial opportunities.**

- c. V-Auction is not liable for loss or corruption of any data, database or software.
- d. V-Auction is not liable for any special, indirect or consequential loss or damage.

13.4 V-Auction is not liable for any quality issues or defects of the goods. Nor is V-Auction liable for the loss of goods, delays, packaging issues, missing items, wrong marks and labels or any other related discrepancies in connection with any lot, item, services, documentation, or samples auctioned on the Auction Platform.

14. General

- 14.1 You may not transfer any of your rights under these Terms of Use to any other person. We may transfer our rights under these Terms of Use where we reasonably believe your rights will not be affected.
- 14.2 These Terms of Use may be amended from time to time. Users should check the Terms of Use regularly to ensure that they are familiar with the current version.
- 14.3 These Terms of Use along with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede any prior discussions, arrangements or agreements that might have taken place in relation to Terms of Use.
- 14.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms of Use and no third party will have any right to enforce or rely on any provisions of these Terms of Use.
- 14.5 If any court or competent authority finds that any provision of these Terms of Use (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required be deemed to be deleted and the validity and enforceability of the other provisions of these Terms of Use will not be affected.
- 14.6 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15. Questions

If you have any questions, please refer to the respective Bidding Agreement per auction or our Privacy and Cookie Policy, otherwise please contact us on v-auction@vollers.com.

We may update these Terms of Use periodically, so we recommend that you review them regularly. Your continued use of the auction platform will constitute your acceptance of the updated or amended terms. If you do not agree to the changes, you must stop using the auction platform(s).

By registering on this platform, you confirm that you have reviewed and agreed to the Terms of Use V-Auction - Coffee

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