International Sales Contract

Specimen contract for group trades — Corps Diplomatic International Ltd,
Royal Spices Guatemala S.A., Royal Spices (sole proprietorship)
and Royal Spices USA LLC (under construction)

SPECIMEN / SAMPLE DOCUMENT — NOT A BINDING OFFER

Effective framework date: 1 January 2026

International Sales Contract

Seller	CORPS DIPLOMATIC INTERNATIONAL LTD, a company incorporated in England and Wales (company no. 10048580), registered office 7 Bell Yard, London WC2A 2JR, United Kingdom, contracting for itself and, where stated in the Annex, on behalf of the following group members:
Group members	Royal Spices Guatemala S.A. (NIT 103937722), Guatemala — origin processing and export; Royal Spices, sole proprietorship export entity (NIT 1701316K), Guatemala — origin export; Royal Spices USA LLC (United States, under construction) — North American import and distribution, bound by the group framework from the date it commences operations.
Buyer	[Legal name], [company/registration number], [registered address], [country], represented by [name, title] (the "Buyer").
Goods	[Green coffee / tea / cacao / cardamom / pepper / allspice / turmeric / ginger], origin [country], crop year [YYYY], grade and specification per Annex A.
Contract reference	CDI-ISC-[YYYY]-[NNN] · Date: [DD Month YYYY] · Place of contract: London, United Kingdom

1. Definitions and group structure

1.1 "Company" means CORPS DIPLOMATIC INTERNATIONAL LTD. "Group member" means the Company, Royal Spices Guatemala S.A. (NIT 103937722), Royal Spices, the sole proprietorship export entity (NIT 1701316K), and Royal Spices USA LLC once it commences operations. "Counterparty" means the Buyer and any of its agents, mandates or intermediaries.

1.2 The Company accepts and assumes full responsibility for Royal Spices Guatemala S.A. and Royal Spices (sole proprietorship) in every legal context in which either entity may be engaged, jointly and severally with the entity concerned, and the Buyer is not required first to exhaust remedies against that entity. This assumption of responsibility does not extend to Royal Spices USA LLC before that entity becomes bound.

1.3 The legal, compliance, quality and sustainability policies published by each group member are incorporated by reference and apply cumulatively. Where an origin-side policy imposes a stricter standard, the stricter standard applies.

2. Goods, quantity and specification

2.1 The Seller shall sell and the Buyer shall purchase [quantity] metric tonnes net of the Goods described in Annex A, packed in [packaging], with a tolerance of +/- 5% at the Seller's option, at the unit price stated in clause 3.

2.2 Quality is as per the agreed pre-shipment sample retained by both parties, subject to the customary allowance for natural variation of an agricultural product. Approved samples are held for twelve (12) months from shipment.

2.3 The Goods shall comply with the food-safety, maximum-residue-limit, labelling and phytosanitary requirements of the country of import stated in Annex A, and with MAGA/VISAR export requirements at origin.

3. Price, Incoterms and taxes

3.1 Unit price: [USD/EUR] [amount] per metric tonne [Incoterms 2020 rule, e.g. FOB Puerto Quetzal / CIF Rotterdam]. Total contract value: [amount] ([in words]).

3.2 Prices are exclusive of import duties, VAT and any tax, levy or charge imposed in the country of destination, all of which are for the Buyer's account.

3.3 Where the price is differential-based, the pricing period, reference market (e.g. ICE Arabica "C", ICE Robusta) and declaration deadline are stated in Annex A; failure to fix by the deadline entitles the Seller to fix at the market settlement of that day.

4. Payment

4.1 Payment shall be made by [irrevocable documentary letter of credit at sight confirmed by a first-class bank acceptable to the Seller / 30% advance by telegraphic transfer with balance against scanned shipping documents / cash against documents], in the contract currency, free of charges to the Seller.

4.2 Bank charges outside the Seller's country are for the Buyer's account. Bank details are issued only on Company letterhead; the Buyer must verbally verify any change of bank details before payment, and the Seller accepts no liability for payments made to accounts not so verified.

4.3 Late payment bears interest at 4% per annum above the Bank of England base rate, accruing daily, without prejudice to any other remedy. Title in the Goods passes only on receipt of cleared funds in full; risk passes in accordance with the applicable Incoterms rule.

5. Shipment, documents and delivery

5.1 Shipment period: [month/window] from [port of loading] to [port of discharge]. Partial shipments [are / are not] permitted; transhipment [is / is not] permitted.

5.2 Documents: commercial invoice, packing list, full set clean on-board bills of lading, certificate of origin, phytosanitary certificate, weight and quality certificate issued by [SGS / Bureau Veritas / Intertek], and insurance certificate where CIF/CIP applies.

5.3 Delivery dates are estimates given in good faith. The Seller is not liable for delay caused by carrier, port congestion, customs or authority action outside its control.

6. Inspection, claims and rejection

6.1 Quality and weight determined at the port of loading by the appointed independent surveyor are final and binding, save for fraud or manifest error.

6.2 Any claim must be notified in writing with supporting independent analysis within fifteen (15) days of discharge and before the Goods are processed, blended or resold. Claims notified out of time are waived.

6.3 Remedies for a substantiated quality claim are limited, at the Seller's election, to allowance, replacement of the affected quantity, or refund of the invoice value of the affected quantity.

7. Compliance, sanctions and anti-bribery

7.1 Each party warrants continuing compliance with the Bribery Act 2010, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, UK and applicable international sanctions and export-control law, and, at origin, Decreto 67-2001, Decreto 58-2005 and SAT/FEL invoicing obligations.

7.2 The Buyer shall complete the Company's KYC process and provide updated documentation on request. The Company may suspend or terminate this contract with immediate effect and without liability where a sanctions, AML or integrity concern arises.

7.3 No diplomatic, governmental, state or official affiliation is claimed or implied by the Company name.

8. Force majeure, insurance and liability

8.1 Neither party is liable for failure caused by an event beyond its reasonable control, including crop failure, extreme weather, strike, epidemic, war, embargo or governmental act. The affected party shall notify within seven (7) days; if the event continues beyond sixty (60) days either party may cancel the unperformed balance without liability.

8.2 Trades arranged by the Company are covered by trade insurance placed with Interplus-RE, subject always to the terms, exclusions, limits and conditions of the applicable policy and to acceptance of the individual trade by the insurer.

8.3 Save for death, personal injury, fraud or any liability that cannot lawfully be limited, neither party is liable for indirect, consequential or economic loss, and each party's aggregate liability is limited to the invoice value of the affected shipment.

9. Governing law and dispute resolution

9.1 This contract, its subject matter and formation are governed by the laws of England and Wales, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.2 Disputes shall be finally resolved by arbitration in London under the LCIA Rules, one arbitrator, in the English language; the Company may alternatively elect the courts of England and Wales, which have exclusive jurisdiction where it so elects.

9.3 Nothing in this clause removes any non-waivable protection or mandatory obligation arising under the law of the Republic of Guatemala at origin or under the law of the United Kingdom.

10. General

10.1 The Corps Diplomatic International Ltd trade compliance framework, effective 1 January 2026, is incorporated into this contract by reference and prevails over any conflicting term of the Buyer's documentation unless expressly waived in writing by an authorised officer of the Company.

10.2 This contract, its Annexes and the framework constitute the entire agreement. Amendments must be in writing and signed by both parties. Where documents are issued in more than one language, the English text controls.

10.3 Annex A (specification, quantity, price, shipment) and Annex B (banking and documentary instructions) form part of this contract.

SIGNATURES

For and on behalf of the Seller ___________________________ Name: Title: Date:	For and on behalf of the Buyer ___________________________ Name: Title: Date:

This is a specimen contract published for information only. It does not constitute an offer, legal advice, or a binding agreement. Terms must be adapted to the individual transaction and confirmed in writing. The Corps Diplomatic International Ltd trade compliance framework (effective 1 January 2026) is incorporated by reference into any contract concluded on this basis and prevails in the event of conflict.