

Buyer Purchase Contract

Specimen purchase contract where Corps Diplomatic International Ltd
acts as Buyer — governed by the laws of England and Wales

SPECIMEN / SAMPLE DOCUMENT — NOT A BINDING OFFER

Effective framework date: 1 January 2026

Buyer Purchase Contract

Buyer	CORPS DIPLOMATIC INTERNATIONAL LTD, incorporated in England and Wales (company no. 10048580), registered office 7 Bell Yard, London WC2A 2JR, United Kingdom (the "Buyer" or the "Company").
Seller	[Legal name], [registration/NIT number], [registered address], [country], represented by [name, title] (the "Seller").
Goods	[Green coffee / cardamom / pepper / cacao / tea / spices], origin [country], crop year [YYYY], specification per Schedule 1.
Contract reference	CDI-BUY-[YYYY]-[NNN] · Date: [DD Month YYYY] · Place of contract: London, United Kingdom
Governing law	Laws of England and Wales. Arbitration in London (LCIA) at the Buyer's election, or the exclusive jurisdiction of the courts of England and Wales.

1. Purchase and seller warranties

1.1 The Seller shall sell and deliver [quantity] metric tonnes net of the Goods described in Schedule 1, strictly in accordance with the agreed specification, at the price and on the delivery terms set out therein.

1.2 The Seller warrants that it has full legal and beneficial title to the Goods, free of any lien, charge, retention of title, pledge or third-party claim; that the Goods are of satisfactory quality and fit for the purpose made known to the Seller; that they conform to sample and specification; and that they comply with all applicable food-safety, maximum-residue-limit, labelling, traceability and phytosanitary requirements of the United Kingdom and of any onward destination notified by the Buyer.

1.3 The warranties in this clause are given on the date of contract, on shipment and on delivery, and survive payment, inspection, acceptance and resale.

2. Price, prepayment and security

2.1 The price is fixed at [USD/EUR] [amount] per metric tonne [Incoterms 2020 rule], inclusive of export duties, origin taxes, export documentation and loading charges, and is not subject to increase for any reason including currency movement, freight escalation or origin market movement.

2.2 Any prepayment or advance made by the Buyer is held by the Seller on trust for the Buyer in a segregated capacity until the corresponding Goods have been shipped and conforming documents presented. If shipment does not occur by the contractual deadline, the Seller shall repay the prepayment in full within five (5) business days, together with interest at 4% per annum above the Bank of England base rate.

2.3 The Buyer may require a performance bond, standby letter of credit or advance-payment guarantee issued by a first-class bank acceptable to the Buyer as a condition precedent to any prepayment.

2.4 The Buyer may set off any sum owed to it by the Seller or any affiliate of the Seller against any sum payable under this or any other contract.

3. Inspection as a condition of payment

3.1 Pre-shipment inspection by an independent surveyor nominated by the Buyer (SGS, Bureau Veritas or Intertek) is a condition precedent to shipment and to any payment. The costs of first inspection are for the Seller's account where the Goods are found non-conforming.

3.2 The Buyer and its nominees may inspect the Goods, the processing site, records and the Seller's traceability documentation at any reasonable time before shipment, on reasonable notice.

3.3 Payment, inspection, discharge or resale does not constitute acceptance, and does not waive any right of the Buyer in respect of a defect not reasonably discoverable at that time.

4. Delivery, time of the essence and rejection

4.1 Time of delivery is of the essence. If the Goods are not shipped within the contractual window, the Buyer may, without prejudice to any other remedy, cancel the contract in whole or in part, recover any prepayment with interest, and claim the additional cost of replacement goods.

4.2 The Buyer may reject the whole or any part of a non-conforming consignment, require replacement at the Seller's cost, or accept the Goods against a price allowance determined by the independent surveyor.

4.3 Rejected Goods remain at the Seller's risk and expense and shall be removed within fourteen (14) days of notice, failing which the Buyer may dispose of them and recover its costs.

5. Seller compliance obligations

5.1 The Seller warrants continuing compliance with the Bribery Act 2010, the Modern Slavery Act 2015, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, UK and international sanctions and export-control law, applicable deforestation-free supply-chain requirements, and all mandatory laws of its country of establishment.

5.2 The Seller shall complete the Buyer's KYC process, including corporate documents, beneficial-ownership disclosure, sanctions screening and source-of-funds information, and shall notify any change within five (5) business days.

5.3 The Seller shall maintain full traceability records to farm or cooperative level for five (5) years and provide them to the Buyer or a competent authority on request.

6. Indemnity and liability

6.1 The Seller shall indemnify the Buyer and each group member on demand against all losses, liabilities, fines, recalls, customs penalties, legal costs and third-party claims arising from breach of contract or warranty, non-conforming or unsafe Goods, defective title, or breach of the compliance obligations in clause 5.

6.2 The Seller's liability under this contract is not capped and is not limited to the invoice value. Any limitation or exclusion of liability in the Seller's own terms has no effect.

6.3 The Seller shall maintain product-liability and cargo insurance adequate to the value and nature of the Goods, and shall name the Buyer as loss payee where the Buyer has prepaid.

7. Termination

7.1 The Buyer may terminate immediately by written notice where the Seller commits a material breach, becomes insolvent or subject to any analogous procedure, undergoes a change of control unacceptable to the Buyer, or where a sanctions, AML, bribery, food-safety or human-rights concern arises.

7.2 On termination the Seller shall repay all prepayments with interest within five (5) business days, and the Buyer's accrued rights and the indemnity in clause 6 survive.

8. Confidentiality, data and anti-circumvention

8.1 The Seller shall keep the Buyer's pricing, customer information and commercial terms confidential and shall not approach, solicit or supply the Buyer's disclosed customers directly or indirectly for a period of twenty-four (24) months.

8.2 Personal data is processed in accordance with UK GDPR and the Data Protection Act 2018 and the Company's privacy notice.

9. Governing law and dispute resolution

9.1 This contract and any non-contractual obligation arising out of it are governed by the laws of England and Wales; the CISG does not apply.

9.2 Disputes shall be finally resolved by arbitration in London under the LCIA Rules, one arbitrator, seat London, language English, at the Buyer's election; failing such election the courts of England and Wales have exclusive jurisdiction. The Seller irrevocably waives any objection to venue and any immunity from suit, enforcement or

execution to which it may be entitled.

9.3 The Seller shall appoint and maintain an agent for service of process in England and Wales; failing appointment, service may be effected at the address stated in this contract.

9.4 Nothing in this clause removes any non-waivable protection or mandatory obligation arising under the law of the Seller's jurisdiction, including the law of the Republic of Guatemala at origin.

10. General

10.1 The Corps Diplomatic International Ltd trade compliance framework, effective 1 January 2026, is incorporated by reference and prevails over any conflicting term, including any term in the Seller's order acknowledgement, invoice or standard conditions.

10.2 No variation is effective unless in writing and signed by an authorised officer of the Buyer. No waiver of a breach is a waiver of any later breach.

10.3 Schedule 1 (specification, quantity, price, delivery) and Schedule 2 (compliance and documentation pack) form part of this contract. Where documents are issued in more than one language, the English text controls.

SIGNATURES

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