CORPS DIPLOMATIC INTERNATIONAL LTD

Trade compliance & legal framework

Effective from 1 January 2026

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This framework governs every trade, quotation, sample, contract and shipment involving CORPS DIPLOMATIC INTERNATIONAL LTD (company number 10048580, registered office 7 Bell Yard, London WC2A 2JR). It applies from 1 January 2026 to all counterparties, agents, mandates and intermediaries. Engaging with the company, submitting an inquiry or accepting a pro forma invoice constitutes acceptance of this framework in full.

Incorporation into every contract

All legal and compliance provisions set out in this framework form an integral and binding part of every international business contract presented to or by CORPS DIPLOMATIC INTERNATIONAL LTD. They are incorporated by reference into each contract, pro forma invoice, purchase agreement, supply agreement, addendum and amendment, whether or not physically attached, and apply equally where the company acts as buyer, seller, mandate or intermediary. Where a counterparty's contract is silent, ambiguous or in conflict with these provisions, this framework prevails to the extent of the conflict, and any clause purporting to exclude it has no effect unless expressly waived in writing by an authorised officer of the company.

Group companies and origin-side compliance

CORPS DIPLOMATIC INTERNATIONAL LTD trades as a group. Royal Spices Guatemala S.A. (NIT 103937722) and Royal Spices, the sole proprietorship export entity (NIT 1701316K), both registered with SAT Guatemala, are part of the Corps Diplomatic International Ltd group and act as origin-side sourcing, processing and export members. Royal Spices USA LLC (United States, currently under construction and not yet trading) is also a group member and will act as the group's North American import and distribution entity; it is bound by this framework from the date it commences operations. References in this framework to a group member include each of these entities, whether trading as a corporation, a limited liability company or a sole proprietorship, and each is bound by this framework to the same extent. The legal, compliance and trade policies published by each group member are incorporated by reference into this framework and apply cumulatively to any trade in which that member is involved. Where an origin-side policy imposes a stricter standard, the stricter standard applies; in all other respects this framework prevails.

Group member legal and compliance policies

- Royal Spices — Legal & Compliance index — https://royalspices.com.gt/legal
- Compliance & Sanctions statement (AML, OFAC/EU/UN, anti-bribery) — https://royalspices.com.gt/compliance
- Terms & Conditions of Trade — https://royalspices.com.gt/terms
- Special Terms of Engagement — https://royalspices.com.gt/special-terms
- Privacy Policy — https://royalspices.com.gt/privacy
- Website Terms of Use — https://royalspices.com.gt/website-terms
- Quality & Food Safety (HACCP, ISO 22000, MRL, traceability) — https://royalspices.com.gt/quality
- Sustainability & EUDR — https://royalspices.com.gt/sustainability

• Supplier Code of Conduct — https://royalspices.com.gt/supplier-code

• Ethics & Whistleblower channel — https://royalspices.com.gt/ethics

Counterparties dealing with any group member are subject to the same KYC, AML, sanctions-screening and beneficial-ownership requirements set out in this framework. Onboarding completed with one group member is accepted across the group, and a breach of compliance towards one member is treated as a breach towards the group as a whole.

1. Contract formation and precedence

• No offer, quotation, indication, price list, sample or website content is binding. A trade exists only upon a written contract signed by an authorised officer of Corps Diplomatic International Ltd, or an accepted and paid pro forma invoice issued by the company.

• In the event of conflict, the signed contract prevails, then the pro forma invoice, then this framework, then any other document. Counterparty purchase-order terms, general conditions or standard forms are expressly rejected and have no effect unless accepted in writing by the company.

• No employee, agent, broker, mandate or introducer has authority to bind the company, vary this framework or make representations on its behalf without written authorisation.

• Verbal statements, chat messages, presentations and e-mail correspondence are non-binding pre-contractual discussion and never create obligations, options or exclusivity.

2. Mandatory KYC, AML and counter-terrorist financing

• Completion and approval of the company's KYC file is a condition precedent to any trade. No goods are allocated, reserved, inspected or shipped before clearance.

• The counterparty must provide certified incorporation documents, ownership and ultimate beneficial ownership above 25%, authorised signatory identification, bank details in the counterparty's own legal name, source of funds and end use of the goods.

• The company applies risk-based customer due diligence consistent with the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002. Enhanced due diligence applies to politically exposed persons, high-risk jurisdictions and complex ownership structures.

• Third-party, cash, cryptocurrency and unverifiable payments are refused. Funds must originate from the counterparty's verified account and be routed through a regulated banking institution.

• The company may suspend, delay or terminate any transaction without liability where due diligence is incomplete, inconsistent or refused, and may report to the competent authorities without notice to the counterparty where law requires.

3. Sanctions, export control and trade restrictions

• Each party warrants on a continuing basis that it, its owners, officers, affiliates, vessels, banks and end users are not designated under UK, EU, US (OFAC), UN or other applicable sanctions regimes, and are not owned or controlled by a designated person.

• Goods may not be re-exported, diverted, transhipped or sold, directly or indirectly, to a restricted destination or restricted end user, nor for any military, dual-use or prohibited purpose.

• Any breach or credible suspicion of breach entitles the company to suspend performance, freeze delivery, cancel the contract immediately and retain sums received to the extent permitted by law, without liability of any kind.

• Nothing in any contract requires the company to act in a manner inconsistent with sanctions, export controls or the compliance policies of its banks, insurers or carriers.

4. Quality, inspection and documentation

• Contract quality is defined solely by the specification in the signed contract. Samples are indicative of type only and do not create a sale by sample.

• Agricultural commodities are natural products; customary tolerances for moisture, foreign matter, defects, colour, grade and natural variation apply.

• Independent inspection at the agreed loading point by the surveyor named in the contract is final and binding on both parties as to quality, weight and condition at that point.

• Claims must be notified in writing with supporting independent survey evidence within the period stated in the contract, and failing that within 14 calendar days of discharge. Late, unsupported or partial claims are waived absolutely.

• Rejection of a shipment is not permitted where the goods are within contract tolerance; the sole remedy in such case is an agreed allowance.

5. Payment, title and risk

• Payment terms are those stated in the contract or pro forma invoice, in full, in cleared funds, free of any deduction, withholding, set-off or counterclaim. All bank charges outside the company's own bank are for the counterparty.

• Risk passes in accordance with the agreed Incoterms 2020 rule. Title passes only upon receipt of payment in full, notwithstanding delivery or passing of risk.

• Late payment accrues interest at 4% per annum above the Bank of England base rate, accruing daily, together with recovery costs including reasonable legal and collection fees.

• The company may suspend further deliveries, withhold documents and treat all outstanding sums as immediately due where a payment default occurs.

• Payment instructions are only valid when issued on company letterhead. The company accepts no responsibility for funds sent to accounts advised by any other channel, and the counterparty must verify banking details by telephone before remitting.

6. Insurance

• Trades are covered under an Interplus-RE Insurance arrangement. Cover attaches per individual trade and is subject at all times to the terms, conditions, limits, deductibles and exclusions of the policy in force and to the insurer's acceptance of the relevant shipment.

• No statement on this website, in correspondence or in marketing material constitutes a guarantee of cover, a warranty of insurability, or an assumption by the company of the insurer's obligations.

• Where the agreed Incoterm places the insurance obligation on the counterparty, the counterparty must maintain cover of not less than 110% of invoice value and provide evidence on request.

7. Force majeure and market disruption

• Neither party is liable for failure or delay caused by events beyond its reasonable control, including war, civil unrest, terrorism, sanctions, embargo, government act, port or customs closure, strike, epidemic, crop failure, adverse weather, cyber incident, carrier default or vessel unavailability.

• The affected party must notify the other in writing without undue delay. Obligations are suspended for the duration of the event, and either party may terminate without liability if the event continues for more than 60 consecutive days.

• Increases in cost, freight, duties, taxes or market price do not of themselves constitute force majeure, but the company may pass through duties, levies and taxes newly imposed after contract date.

8. Liability, indemnity and limitation

• The company's aggregate liability arising out of or in connection with any trade, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, is limited to the invoice value of the specific shipment giving rise to the claim.

• The company excludes all liability for indirect, consequential, special or punitive loss, loss of profit, loss of contract, loss of market, loss of goodwill, demurrage, detention or business interruption.

• Nothing excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be excluded.

• The counterparty indemnifies the company in full against all claims, losses, fines, penalties, duties and costs arising from the counterparty's breach of this framework, its misdeclaration, its onward sale, its handling or storage of the goods, or its breach of sanctions, customs or import law.

• Claims are time-barred unless legal proceedings are commenced within 12 months of the date of the bill of lading or other transport document.

9. Confidentiality, anti-bribery and non-circumvention

• Prices, supplier identities, contract terms, logistics arrangements and KYC materials are confidential and must not be disclosed or used for any purpose other than the transaction concerned.

• Each party complies with the UK Bribery Act 2010 and applicable anti-corruption law. No facilitation payment, kickback or improper advantage may be offered, given or accepted in connection with any trade.

• The counterparty shall not circumvent, bypass or approach directly the company's suppliers, producers, financiers or carriers introduced in the course of a transaction, for a period of 24 months from introduction.

• The company operates a zero-tolerance approach to modern slavery and forced labour in its supply chains and expects the same standard from every counterparty.

10. Governing law, jurisdiction and general

• This framework and every contract are governed by the laws of England and Wales, excluding the United Nations Convention on Contracts for the International Sale of Goods.

• The courts of England and Wales have exclusive jurisdiction, save that the company may at its sole option refer any dispute to arbitration in London under the LCIA Rules, before a sole arbitrator, in English.

• The English language version of this framework and of all contract documents controls in the event of any inconsistency with a translation.

• No third party may enforce any term under the Contracts (Rights of Third Parties) Act 1999. No waiver of any breach operates as a waiver of any subsequent breach.

• If any provision is held unenforceable, the remainder continues in full force and the provision is to be read down to the minimum extent necessary.

• The company may amend this framework prospectively; the version in force at the date of the contract applies to that contract.

• No diplomatic, governmental, state or official affiliation of any kind is claimed or implied by the company name, this website or any document issued by the company.

11. Additional protections where Corps Diplomatic acts as buyer

• Where the company purchases goods, the seller warrants exclusive, unencumbered legal title, lawful origin, and that the goods are free of any lien, pledge, retention of title, third-party claim or prior sale, and indemnifies the company in full against any claim to the contrary.

• Any deposit, advance, prepayment or performance payment made by the company is held on trust for the company until the corresponding goods are physically allocated, inspected and confirmed loaded, and is immediately repayable in cleared funds, with interest at 4% above the Bank of England base rate, if the seller fails to perform, delays beyond the agreed window or cannot evidence the goods.

• The company may condition payment on an irrevocable bank guarantee, standby letter of credit, escrow, performance bond or documentary collection at its discretion, and payment is due only against clean, compliant and verified documents.

• Pre-shipment independent inspection instructed and paid at the seller's cost, together with the company's own or nominated surveyor's report, is a condition precedent to payment. Off-specification, short-weight, contaminated, mislabelled or non-conforming goods may be rejected in whole or in part at the seller's cost and risk, with full refund of sums paid.

• Time of delivery, quality, quantity, packing, documentation and shipment window are conditions of contract, not warranties. Failure entitles the company to terminate immediately, recover all sums paid, purchase substitute goods elsewhere and claim the price difference and all associated costs from the seller.

• The seller bears all export duties, licences, phytosanitary, certificate of origin, customs and compliance documentation, and indemnifies the company against fines, detention, demurrage, storage and destruction costs arising from defective or late documentation.

• Title and risk pass to the company on the earlier of payment or the point specified by the agreed Incoterms 2020 rule, and the seller remains liable for latent defects, misdescription, fraud and any claim by an upstream owner or financier.

• The company may set off any sum owed to the seller against any claim, loss, penalty or cost it has against that seller or any of its affiliates, and may withhold payment pending resolution of an open claim.

• The seller's liability to the company is not capped and is not limited to invoice value where the loss arises from fraud, misdescription, sanctions breach, title defect, non-delivery after prepayment, or breach of anti-bribery, modern slavery or KYC obligations.

• No agency, distributorship, exclusivity, minimum volume, standing order or ongoing purchase obligation arises from any single purchase, trial order or sample, and the company may cancel any unshipped order without liability where due diligence, sanctions screening or insurer acceptance is not satisfied.

12. Governing law and dispute resolution where Corps Diplomatic is the buyer

• Every purchase contract, and any non-contractual obligation connected with it, is governed exclusively by the laws of England and Wales, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, of any conflict-of-laws rule that would apply another system of law, and of any law of the seller's jurisdiction relied on to limit seller liability.

• The courts of England and Wales have jurisdiction, and the seller irrevocably submits to that jurisdiction and waives any objection based on venue, forum non conveniens or inconvenience. The company alone may bring proceedings against the seller in any other competent court, including the courts of the seller's domicile or the place where its assets are located.

• The company may at its sole option refer any dispute to final and binding arbitration in London under the LCIA Rules, before a sole arbitrator, in the English language, with the seat of arbitration in London. That election may be made at any time before the company serves its first substantive pleading in court proceedings, and the seller may not commence or continue arbitration without the company's written agreement.

• Nothing restricts the company from seeking urgent injunctive, freezing, attachment, arrest, security or other interim relief in any jurisdiction, and the seller waives any requirement that the company provide security or a cross-undertaking in damages beyond the minimum the relevant court requires.

• The seller must give the company written notice of any claim within thirty (30) calendar days of the event giving rise to it, and must commence proceedings within twelve (12) months of that event, failing which the claim is irrevocably waived. No equivalent limitation applies to claims brought by the company.

• Disputes are resolved individually. No class, collective, representative or consolidated proceedings are permitted, and no dispute may be joined with proceedings involving another party without the company's written consent.

• The seller waives any state, sovereign, diplomatic or other immunity from suit, jurisdiction, attachment, enforcement or execution to which it or its assets may otherwise be entitled.

• Where the company is the successful party, the seller reimburses the company's legal fees, arbitrator and institution fees, expert and surveyor costs, enforcement costs and interest on a full indemnity basis.

• Any award or judgment is enforceable in any jurisdiction in which the seller holds assets, and the seller consents to recognition and enforcement under the New York Convention 1958 without further review of the merits.

• The seller must continue to perform its delivery, documentation and compliance obligations while a dispute is pending, unless the company directs otherwise in writing; the company may suspend its own payment obligations pending resolution.

• The English language version of these dispute provisions prevails over any translation, and any pre-action negotiation or mediation is optional for, and may be initiated only by, the company.

This document is a record copy of the trade compliance framework published at corpsdiplomatic.net/compliance and effective from 1 January 2026. It forms an integral part of every international business contract presented to or by Corps Diplomatic International Ltd.