



Bidding Agreement and Bidding Instructions

Legends of Excellence — Alliance for Coffee Excellence Auction

1. Auction Overview

The **2026 Legends of Excellence Auction** is an Alliance for Coffee Excellence (ACE) auction featuring coffees produced by **six producers** who have consistently demonstrated exceptional quality and earned multiple Cup of Excellence awards over the years.

The auction will take place on **October 16**, both in person during **SCAJ Stage B** and virtually through the **Alliance for Coffee Excellence website**.

Bidding will open at **1:00 PM Japan time** and close at **3:00 PM Japan time**. Lots will be auctioned sequentially, with **5 minutes allocated to each lot**. Once the 5-minute bidding period ends, the auction will immediately proceed to the next lot.

Auction Time — October 16

- **Los Angeles:** 9:00–11:00 PM (October 15)
- **New York:** 12:00–2:00 AM
- **London:** 5:00–7:00 AM
- **Oslo / Amsterdam:** 6:00–8:00 AM
- **Moscow:** 7:00–9:00 AM
- **Dubai:** 8:00–10:00 AM
- **Hong Kong:** 12:00–2:00 PM
- **Tokyo / Seoul:** 1:00–3:00 PM
- **Melbourne / Sydney:** 3:00–5:00 PM

For assistance during or immediately following the auction, please contact erwin@cupofexcellence.org or kathia@cupofexcellence.org.

2. Acceptance of Terms and Conditions

Participation in the auction constitutes acceptance of these terms and conditions. By purchasing a Legends of Excellence coffee, the bidder agrees to all purchase, payment, and shipping terms outlined in this agreement. Bidders are responsible for evaluating each coffee and determining its suitability for their company before placing a bid.

Participation in the auction and use of the ACE website are at the bidder's own risk. Neither ACE nor COE shall be responsible for technical failures, software errors, internet connectivity issues, service interruptions, or failures involving third-party service providers.

Bidders are encouraged to review these instructions and complete all required information at least **5 days before the auction**. If changes are required, the information may be resubmitted with the necessary updates.

3. Coffee Lots

The **12 coffee lots** offered through this auction have been awarded the distinction of **Legends of Excellence**. This designation recognizes producers who have consistently demonstrated exceptional quality and achieved multiple Cup of Excellence wins over the years. Selected from six countries, these producers represent a high level of quality, craftsmanship, and dedication to coffee.

Producer Name	Country	Coffee Variety	Process	Farm Name	Farm Altitude
Luis Ricardo Calderon Madrigal	Costa Rica	SL28	Natural	Don Cayito	1,850 masl
Manuel Antonio Barrantes Zúñiga	Costa Rica	Ethiopian Typica	Yellow Honey	Finca Leoncio	1,600 masl

LEGENDS OF EXCELLENCE byACE

Raul Rivera	El Salvador	Pacamara	Honey	Finca Santa Rosa	1,550 masl
Olman Valladárez	Nicaragua	Geisha	Natural	Buenos Aires	1,650 masl
Samuel Zavala	Nicaragua	Geisha	Washed	El Cambalache	1,500 masl
Benjamin Paz Muñoz	Honduras	Geisha	Natural	La Salsa	1,680 masl
Diego de la Cerda	Guatemala	Orange Gesha	Washed	El Socorro	1,800 masl
Roberto Monterroso	Guatemala	Geisha	Washed	El Morito	2,000 masl
Fazenda Sertãozinho	Brazil	Arara	Natural	Fazenda Sertãozinho	1,300 masl
Luiz Paulo Dias	Brazil	Geisha	Natural	Fazenda Santuário Sul	1,300 masl
Marysabel Caballero	Honduras	Geisha	Fully Washed	Finca El Puente	1,830 masl
Ernesto Menendez	El Salvador	Geisha	Aerobic Natural	Las Brumas	1,800 masl

Only coffees awarded the Legends of Excellence designation may be sold using this designation. Each lot is separate and distinct, and online bidding is available exclusively through the ACE auction platform.

4. Auction Pricing and Bidding

Each Legends of Excellence lot has a minimum opening price of **US\$30 per pound**.

All prices are stated in **US dollars per pound**. Bid increments must be **US\$0.50 per pound or greater**.

The bidder who places the highest accepted bid at the close of the auction is the winning bidder and assumes full financial responsibility for the purchased lot.

Once accepted by the auction software, bids are binding and may not be revoked or withdrawn.

5. Proxy and Auto Bids

The auction platform offers an auto-bid/proxy bidding feature. Bidders may enter the maximum amount they are willing to pay for a lot, and the system will automatically place bids on their behalf as necessary, up to that maximum amount.

Auto-bids will increase the bidder's offer only when there is a competing bid. The system will not automatically place the bidder's maximum amount unless required by another competing bid.

A bidder may cancel an auto-bid at any time before the current bid reaches the maximum amount. Cancellation will prevent the system from placing additional bids on that bidder's behalf.

Bidders are fully responsible for all bids accepted by the auction software, including auto-bids. All accepted bids constitute binding commitments to purchase.

6. Financial Responsibility and Group Bidding

The winning bidder is responsible for payment to the designated exporter for the purchased lot.

Bidders forming a buying group must coordinate payment and distribution among the group members. ACE and COE shall not be responsible for payment defaults, financial disputes, banking fees, group purchases, or any additional costs associated with the buyer's arrangements.

7. Payment Requirements

Full payment is due within **30 (thirty) days of the auction close**, regardless of shipment date or shipping method.

Any alternative payment arrangement must be requested in writing and approved in advance.

A minimum **2% monthly late payment fee** may be charged on overdue balances.



If a lot is transferred to another exporter, full payment must be received before the transfer. Once transferred, the new exporter assumes responsibility for shipment, quality, and delivery.

All bank fees, transfer charges, and other transaction costs are the sole responsibility of the buyer.

Failure to comply with the Bidding Agreement may result in exclusion from future ACE auctions and may lead to legal or collection actions by the exporter or auction sponsor.

8. Exporter and Payment Instructions

The exporter will be designated by the **In-Country Partner (ICP)** and will be responsible for collecting payment for the purchased lots.

The list of exporters by country, together with their respective payment instructions, will be published on the **Alliance for Coffee Excellence website**.

9. Shipping Requirements

The successful bidder or designated importer must provide final shipping instructions to the **In-Country Partner (ICP)** within **5 (five) days of the auction close**.

Bidders may nominate any importer. If needed, ACE may assist in identifying a logistics partner.

All lots will be shipped by air under FCA terms at the airport designated by the exporter.

All lots must be shipped within **45 days of the auction**. No claims may be made against the exporter, producer, ACE, or the ICP for lots shipped after this deadline.

10. Import Requirements and Costs

The buyer is responsible for all import procedures, permits, duties, taxes, customs clearance, and related requirements in the destination country. Buyers must work with a local customs broker when required.

ACE, the exporter, and the ICP shall not be liable for delays, costs, or issues resulting from the buyer's failure to provide required permits or documentation or from customs clearance procedures.

Export terms and costs remain unchanged whether the lot is exported directly or delivered to another exporter within the country.

Any additional costs resulting from changes to shipping instructions or arrangements are the sole responsibility of the buyer, including rerouting, customs, duties, storage, handling, or third-party service charges.

In-country delivery does not constitute a discount or reduction in the auction price, export terms, or costs stated in this agreement.

11. Packaging

All Cup of Excellence coffees will be vacuum packed in cartons, with each carton containing **one 10 kg bag**.

12. Communication During and After the Auction

Each bidder must log in using their confidential password. During the auction, bids will be identified by the bidder's assigned bidding number rather than the company name.

The auction software will communicate outbids, auction notifications, technical issues, and final winning bids to the email address registered by the bidder.

Bidders are responsible for ensuring that their registered email address is accurate and monitored throughout the auction.



13. Auction Results and Winner Information

Winning bidders will be identified by company name approximately **30 minutes or less after the auction concludes**, and the results will be posted on the ACE website.

All names must be provided in English or accompanied by an accurate English translation.

Names and translations must be submitted no later than **7 days after the auction close**. Once this deadline has passed, submitted names are considered final and may not be modified.

Buyers are responsible for ensuring that all submitted names and translations are accurate and complete. ACE is not responsible for errors or omissions in information provided by buyers.

To modify winning bidder names after the auction, please contact costel@cupofexcellence.org.

14. Quality Claims

Any quality claim must be submitted within **15 days of delivery**, in accordance with the applicable Green Coffee Association of New York guidelines.

No quality claim may be made for coffee shipped more than **45 days after the auction close**.

If a quality claim arises, ACE must be notified before any public statement, social media post, or other public communication regarding the claim is made. ACE will facilitate efforts toward an amicable resolution among the relevant parties.

If necessary, a neutral arbitration panel may be assembled to assess the claim.

15. U.S. Import Requirements

All buyers and companies located in the United States must have a valid **DUNS number** for the import process.

If a buyer does not have a DUNS number, a third-party service provider may be available upon request to assist with the import process. ACE assumes no responsibility or liability for services provided by any external provider.

16. Liability and Disclaimer

Once a coffee lot leaves the designated export location, all risks associated with transportation—including damage, delay, loss, customs procedures, and import requirements—are the sole responsibility of the buyer.

ACE will assist buyers by facilitating communication with exporters, providing available documentation, and supporting logistical coordination. However, ACE does not own the winning coffees and is not responsible for their packaging, transportation, shipping, or any resulting costs or losses.

ACE and COE shall not be liable for any direct, indirect, incidental, consequential, or other damages arising from participation in the auction, purchase of coffee, transportation, or related transactions.

ACE and COE shall not be liable for any failure or delay caused by circumstances beyond their reasonable control, including natural disasters, governmental actions, strikes, cyber-attacks, or disruptions in international trade.

By participating in the auction, all bidders and buyers acknowledge and agree to these limitations of liability.

17. Modification of this Agreement

The Alliance for Coffee Excellence reserves the right to modify this agreement and any policies governing the auction or website.



Any modification will become effective upon publication on the ACE website or distribution by email. Continued participation in the auction or use of the ACE website following notification of a modification constitutes acceptance of the revised terms.

18. Compliance and Legal Remedies

All bids placed during the auction constitute binding contracts to purchase. Buyers are responsible for complying with all terms of this agreement and the Bidding Agreement.

In the event of non-payment or other material breach, ACE reserves the right to restrict or refuse participation in future auctions and to assist the exporter or auction sponsor in pursuing available legal or collection remedies.