



BUSINESS AGREEMENT CONTRACT



BUSINESS AGREEMENT CONTRACT

Made between

J-ROC BLUE COFFEE

and

[Insert Company Name]

Terms & Conditions

We herewith outline our contract terms and conditions which forms a binding Agreement between our respect companies. Please read this document carefully and only sign if you are prepared to be bound by and adhere to the terms and conditions herein.

Should you have any questions relating this agreement, please forward your message to the email address below:

legal@j-rocbluecoffee.com



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The **Business Agreement Contract** for Purchase of Certified Grade “A” Jamaican Blue Mountain Coffee Beans and related services (herein after referred to as the “**Agreement**”) is made on this date (**Date in written format Year, Month, (2024-10-02)** (Herein after referred to as the “**Effective Date**”).

The Agreement is made between:

HUTCHY GLOBAL INCORPORATED a company Incorporated in London, Ontario, Canada. Company Business Registration No. **771139078RM0001** and Tax: GST/HST No. is **771139078RT0001** with its principal offices located at 6-730 Deveron Crescent, London, Ontario, Canada N5Z-4T6 and its Operating company **J-ROC BLUE COFFEE**, a company Registered in Ontario, Canada. Company Business Registration No. **1000899904** and Tax: GST/HST No. is **771139078RT0002**, and whose principal offices are located at 6-730 Deveron Crescent, London, Ontario, Canada N5Z-4T6. (Herein after referred as the “**First (1st) Party**”, “**Us**,” “**We**,” **Our**,” and collectively as the “**Parties**” to this Agreement)

And:

[Insert **full Company name**, registered address (include trading address if different from registered address, Company registration/business number, GST Tax ID if applicable, Filer ID number (if applicable) or GST sales tax number (as appropriate)] (Herein after referred as (**Partner**), the (**Second (2nd) Party**) and (**You**), and collectively as the (**Parties**) to this Agreement.

WHEREAS:

Both Parties desire to conduct such trade activities which enables the 2nd Party to this Agreement to purchase Products from the 1st Party for the purpose of resale to its own customers under the terms and conditions outlined in this Agreement.

THEREFORE:

Together with and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Definitions

For the purpose of this Agreement the following terms shall have the meanings set forth in their respective definitions, unless a different meaning is called for in the context of another provision in the Agreement:



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1.1. Agreement

Shall mean this Business Agreement Contract between J-ROC BLUE COFFEE and Partner, for the Purchase of **Products** (see Definition Clause 1.6.) and related Services together with any current Annexes attached herein or future Addendums to this Agreement.

1.2. Effective Date

The Effective Date of this Agreement shall be the date on which this Agreement is formed between the Parties.

1.2.1. As a provision of this Agreement, orders may not be placed with 'Us' until such times as a signed copy is received

1.3. Customer

The Customer to this Agreement, means the "2nd Party" and or "You," acting in the capacity of a registered business entity, and who purchases Products primarily for the purpose of resale.

1.4. Contract Period

The Contract Period is twelve (12) months. After 12 months has expired, the agreement may continue annually until cancelled by either party giving 30 days' notice in writing. **[is protected under Consumer Rights. See (Clause 8, sub-clause 8.1) of this agreement].**

1.5. Errors and Omissions Excepted (E&OE)

Due to our increasing volume of products, Pricing information displayed on our website or that may be quoted separately whether verbally or in a writing may contain errors. Under this definition, we are not liable for such errors and they are as such subject to Errors and Omissions Excepted (E&OE) as defined under normal business practices.

1.6. Products

Our Products are defined as certified Grade A Jamaican Blue Mountain Coffee Beans as described on our website. Coffee Beans may be supplied as Green Beans, Roasted or Ground beans to suit your specific requirements, along with a range of packaging and branding services.



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1.6.1. We may from time to time add new items of products and services to our portfolio. All such Products may be included under an Addendum and will form an integral part of this Agreement.

1.7. Special (Bespoke) Orders

Any product(s) ordered to your specific requirements that are not part of our normal or standard product portfolio.

1.8. Third Party

Any organisation that is not legally or otherwise part of or connected to J-Roc Blue Coffee Inc.; this includes, Sellers, Distributors along with any referral links to companies from our website.

2. Terms and Conditions

2.1. These terms and conditions define the basis on which you order our primary Coffee products along with ancillary products and services as listed on our website (www.j-rocbluecoffee.com) from time to time.

2.2. Before signing this Agreement, you will have deemed to have read, understood the contents of this Agreement. It further confirms your acceptance of the Terms and Conditions outlined in this Agreement.

2.3. We recommended that you retain your signed copy of this Agreement for your own point of reference.

3. Jurisdiction

Covers those territories where under Canadian law there are import and export restrictions due to trade embargos imposed as a result of economic sanctions. A list of those countries where there are current sanctions is as follows:

3.1. Belarus - Democratic People's Republic of Korea – Iran – Libya – Russia – Somalia – Syria - Ukraine (linked to Russia's violations of sovereignty and territories).



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4. Know Your Customer (KYC)

The primary objective of adhering to a KYC policy is to prevent money laundering and fraudulent activities. However, where anyone with access to a computer or device that connects to the Internet can gain access and order products from our website, it is almost impossible to check and verify the details of everyone, in particular because they can access the site without any human interaction.

Therefore, by accessing and ordering products from our website, you warrant the following:

- 4.1. You are 18 years of age.
- 4.2. You are a registered business and or you have residential status where we have no trade restrictions as reference in (Clause 3) of this Agreement.
- 4.3. You are accessing our website from within the country in which your business is legally registered or is your place of residence
- 4.4. You have read and understand the Policy Documents and Statements on our Website.
- 4.5. You have no attachments nor affiliations to any political or terrorist groups or organisations that might affect or determine the way or reasons for accessing our website, other than for the purchasing our products.
- 4.6. You are not a Politically Exposed Person (PEP) I.e., not entrusted with a function of public office.

5. Website Security

Our website may be browsed and its contents viewed by anyone with a suitable device connected to the Internet. However, under this Agreement and as a means of improved security, should you wish to purchase Products, you are required to register for an account as follows;

- 5.1. Enter a valid business email address and choose a suitable password



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5.1.1. You will be sent a message to your email address in order to validate and verify your email address

5.2. Complete all mandatory fields containing contact information

5.3. We have included two methods additional security;

5.3.1. If you forget your email address or password you may use your phone number in order to recover your account

5.3.2. We may implement connection to Google Two Factor Authentication (2FA) for improved security and account verification. The Google application generates a random six (6) digit code every thirty (30) seconds each time you login to your account.

5.3.3. When using Google 2FA, you are provided with backup codes. Should you lose your phone, these codes may be used to recover your account

6. Product Orders

6.1. The supply of Product Orders will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation.

6.2. If you attempt to order a Product and it is not available, you may send us an email and as soon as such product becomes available, we will send you an email notification informing you that the product is now available for immediate ordering and shipment.

7. Third-Party Liability

7.1. We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through a link from our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality.

7.2. We might not allow third party company to make an order through our website.



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- 7.3. We will not be held liable and any such warranties stated through a third-party website, and as part of the Agreement, any such warranties are **DISCLAIMED** by us.
- 7.4. Should a third party become involved in a transaction, and there is a need to disclose your customer information, we will notify you of our intentions and seek your permission in order to disclose such information that is relevant to the transaction.

8. Consumer Rights

- 8.1. Your rights under this Agreement are partly in-line with the Ontario Consumer Protection Act 2002 (Updated 2024/01/01).
- 8.2. Under the terms of the Agreement, you may cancel this Agreement by giving us 30 days written notice in accordance with Definition 1.4. In this case, you will receive a full refund of the price paid for the Products in accordance with our **Refunds Policy** (set out in Clause 14 below).
- 8.3. To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same conditions in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

9. Special (Bespoke) Orders

- 9.1. You will not have any right of cancellation for the supply of any of the following Products:
 - 9.1.1. Any Part or Product that is deemed a '**SPECIAL** or **BESPOKE ORDER**'.
 - 9.1.2. All equipment is programmed to customer requirements and are deemed as '**SPECIAL** or **BESPOKE ORDER**' items and are subject to restocking charges.



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10. Product Availability & Delivery

- 10.1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 14 days of the date of the Receipt of Order Confirmation, unless there are exceptional circumstances.
- 10.2. Should a product not be in-stock, you will not be able to place your order on our website. However, provision is made so that you may email us and you will be notified as soon as the product becomes available.

11. Risk & Title

- 11.1. The Products will be at your risk from the time of delivery.
- 11.2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

12. Price & Payment

- 12.1. The price of any Products will be as quoted on our site and updated from time to time (**E&OE**). Under these terms and conditions, you accept that errors can be made and, we reserve the right to correct any error in pricing (whether they be over or under the price quoted on our website) and notify you on receipt of your order or any time prior to your order being despatched.
- 12.2. For order placed from customers residing in Canada, prices exclude GST/HST Sales Taxes and delivery costs if applicable, which will be added to the total amount due as set out in our Delivery Schedule.
- 12.3. All Prices are liable to change at any time, but changes will not affect orders in respect of those which we have already sent you a Dispatch Confirmation.
- 12.4. Payment for all Products must be by credit or debit card. We have partnered with **Moneris Services** and **PayPal** for the processing of all Online Payments. Dependant on your preference, you may choose any of the above organisations who will securely process your credit or debit card at the checkout stage of placing your order.



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12.4.1. Payment for Products using **PayPal** is governed and determined by such terms and conditions of use as defined by them.

12.5. Under the provisions of (Clause 14, sub-Clause 14.1) We are under no obligation to supply the Product to you at an incorrect (lower) price, even after we have sent you a Dispatch Confirmation.

12.6. All orders will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 14 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

13. Returns & Refunds Policy

13.1. All bespoke orders are non-refundable (This also relates to any equipment that has been set up and commissioned by J-Roc Blue Coffee prior to delivery).

13.2. Product Returns

13.2.1. Should you decide to cancelled the Contract between us giving 30 days' notice in accordance with (see Clause 8, sub-Clause 8.2 above), we will process any refunds due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.

13.2.2. In the case, Products need to be returned, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

13.2.3. All Products returned to us, must be unopened and in their original packaging. Once received by us and following inspection, if returned Products are found to be in their original condition and packaging, they will be refunded in-line with Clause 13.2.1

13.2.4. for any other reason (for instance, because you have notified us in accordance with (Clause 23 to Sub-Clause 23.2.1) that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time



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13.2.5. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product

13.2.6. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product

13.3. All payments received from you are returned using the same method originally used by you to pay for your purchase

13.4. J-Roc Blue Coffee cannot accept return of any used equipment, all equipment not installed by J-Roc Blue Coffee is void of warranty and return.

14. Our Liability

14.1. We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

14.2. Our liability for losses suffered by you as a result of us breaking this Agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the Agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

14.3. this does not preclude or limit our liability to the following remedies

14.3.1. under the Ontario, Consumer Protection Act 2002

14.3.2. for death or personal injury caused by our negligence

14.3.3. for fraud or fraudulent misrepresentation; or

14.3.4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability



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14.4. We will not be held liable for indirect losses which happen as a consequence of the principal loss or damage and which are not foreseeable by you and or us (such as, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise.

14.5. Where Products are purchased from a third-party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

15. Import Duties

15.1. If you order Products from our site for delivery outside of Canada, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

15.2. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

16. Communications in Writing

16.1. Applicable laws require that some of the information or communications we send to you should be in writing. To this end and as an integral part of this Agreement you accept the following:

16.2. When using our website, you accept that communication with us will be mainly electronic.

16.2.1. Under the provisions of this Agreement, we may from time to time send communications to you via email using our business email. All such emails will be sent from our registered Uniformed Resource Locator (URL) e.g., (@j-rocbluecoffee.com)

16.2.2. Any changes to the above URL will be notified to you as soon as is practical



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- 16.3. We will contact you by e-mail or provide you with information by posting notices on our website.
- 16.4. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.
- 16.5. These conditions do not affect your statutory rights

17. Notifications

- 17.1. All notices given by you to us must be given to J-Roc Blue Coffee Inc., 6-730 Deveron Crescent, London, Ontario, Canada N5Z-4T6
- 17.2. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in (Clause 17 to sub-Clause 17.4) herein.
- 17.3. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.
- 17.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post
- 17.5. in the case of an e-mail, that such e-mail was sent to the specified e-mail address supplied by you.

18. Transfer of Rights & Obligations

- 18.1. The contract between you and us is binding on you and us and on our respective successors and assigns.
- 18.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.



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18.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

19. Force Majeure

19.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

19.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

19.2.1. Strikes, lock-outs or other industrial action.

19.2.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

19.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

19.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

19.2.5. Impossibility of the use of public or private telecommunications networks.

19.2.6. The acts, decrees, legislation, regulations or restrictions of any government.

19.3. Our performance under this Business Agreement Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Business Agreement Contract may be performed despite the Force Majeure Event.



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20. Waiver

- 20.1. If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under the Agreement Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 20.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 20.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with (Clause 17) of this Agreement.

21. Severability

- 21.1. If any of these terms and Conditions or any provisions of a Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

22. Entire Agreement

- 22.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Agreement and supersede any prior Agreement, understanding or arrangement between us, whether oral or in writing.
- 22.2. The Parties acknowledge that, in entering into a Agreement, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 22.3. The Parties shall have no remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.



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23. Our right to vary these terms and conditions

23.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

23.2. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you) or,

23.2.1. if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

24. Governing Law & Jurisdiction

24.1. The Agreement for the purchase of Products through our site will be governed by Canadian law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Canada.

24.2. The Parties shall endeavour to resolve any controversy through good faith negotiations. In the highly unlikely event that the Parties are unable to resolve the matter within 30 (Thirty) days of the matter being referred to them, or any other period agreed upon, such matter shall be resolved exclusively by arbitration.

24.3. All disputes between the Parties arising out of or in connection with the present Agreement shall finally be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be London, Ontario, Canada. The language to be used in the arbitral proceedings shall be English. Any arbitration award may if necessary be enforced by any court or authority having jurisdiction.



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25. General Provisions

- 25.1. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default of breach.
- 25.2. This Agreement may not be amended, or modified in any manner, except by an instrument in writing duly signed by authorized representatives of both Parties. Price modifications alerts sent by email will not require a signature or other form of confirmation to take effect.
- 25.3. The Parties may not issue press releases or other forms of promotion that mention the other in regards to this Agreement announcing the Service without the prior written consent of the other.
- 25.4. If any provision of this Agreement or any part of such provision is or becomes invalid or unenforceable or is missing, the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable or missing provision shall be replaced by a valid and enforceable provision, the effect of which comes as close as possible to the intended economic effect of the invalid or unenforceable or missing provision.
- 25.5. Each Service Addendum to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference. Words and expressions defined in this Agreement shall have the same meanings in the Service Addenda, and any other document which is incorporated into the Agreement.
- 25.6. This Agreement has been executed in 2 (Two) original counterparts; one being retained by each Party hereto.



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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed

For: J-ROC BLUE COFFEE INC.

For Partner:

Print Name: _____
Title: _____
Date: 2024-10-12

Print Name (2): [Docusign field]
Title (2): [Docusign field]
Date (2): [Docusign field]

Signature: _____

Signature (2): [_____]