



RULES OF ARBITRATION

*Green Coffee Association, Inc.
World Financial Center
One North End Avenue
New York, NY 10282
Phone: 212-201-8883
Fax: 212-785-3959*

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Introduction

The law of the land is the ultimate authority over business contracts for any goods or services. The coffee trade however has for many years enjoyed the luxury of a sound, functioning, alternative system for dispute resolution. The Green Coffee Association continues to offer a complete approach for arbitration of disputes that may arise in the normal course of the coffee business

The following are the names of the committee members who gave their time to create this latest version of the rules:

Paul Fisher --- Chairman

Vincent Borelli

Steve Colten

John DeMuria

Dan Dwyer

Richard Etkin

Kurt Kappeli

Dave Marker

Mary Petitt

Michael Pucciarelli

Roland Veit

Doreen Madigan, Corporate Secretary

Article I. Authority

It is clearly stated in the Terms and Conditions of the Coffee Contract of the Green Coffee Association, Inc. that:

"All controversies relating to, in connection with, or arising out of this contract, its modification, making or the authority or obligations of the signatories hereto, and whether involving the principals, agents, brokers, or others who actually subscribe hereto, shall be settled by arbitration in accordance with the 'Rules of Arbitration' of The Green Coffee Association, Inc., as they exist at the time of the arbitration (including provisions as to payment of fees and expenses). Arbitration is the sole remedy hereunder, and it shall be held in accordance with the law of the State of New York, and judgment on any award may be entered in the courts of that State. All notices or judicial service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforesaid rules."



The Rules of Arbitration referred to in this contract clause are those that are hereinafter stated and set forth.

All other arbitrations conducted by this Association shall also be held only subject to and in accordance with these Rules.

This Association itself does not act, either directly or through its committees or officers, as an arbitrator and neither it or they exercise judicial functions nor do they give legal advice.

The Association does administer and interpret the arbitration procedure and these Rules and it designates the arbitrators. It is, however, the arbitrators who conduct the hearings, determine and decide the issue, and they alone have the power and authority to make an award.

Whenever a majority of the arbitrators deems it necessary to do so during the pendency of any arbitration, they shall have the right to present to the Association any questions as to the interpretation of these Rules of Arbitration. These questions, when presented, shall be delivered to the Secretary, who shall arrange for the transmission thereof, for a written opinion by the Board of Directors or by such Committee as the Board shall designate for such purpose.

Either party to a contract may demand arbitration on any tendered portion of such contract, unless particularly provided otherwise in said contract. A chop or chops of coffee for the above purposes shall mean that portion available for sampling which remains at a dock or original terminal in the case of break bulk discharge or at the stripping location, such as a dock, container freight station, or any warehouse, in the case of containerized discharge.

Article II. Definitions

Party

“Party” or “Parties” shall mean each and all of those who are named as litigants in the arbitration and in favor of whom or against whom a claim is or may be made. The “petitioner” is the party who commences the arbitration. The “respondent” is the other party thereto.

Arbitrator

“Arbitrator(s)” shall mean the person(s) selected under these Rules to hear the controversy and render a decision. They shall become such and assume their office upon their notifying the Secretary of their acceptance and taking the oath.

Association

“Association” shall mean The Green Coffee Association, Inc.

Board

“Board” or “Board of Directors” shall mean the Board of Directors of The Green Coffee Association, Inc.

Secretary

“Secretary” shall mean the Secretary of The Green Coffee Association, Inc.

Person

“Person” includes an individual, partnership, corporation, or other entity either singular or plural.

Business days

“Business Days” for the purposes of these Rules of Arbitration shall mean the days of the week from Monday through Friday, excluding there from all legal holidays as recognized by the State of New York and all declared closings of the Association office.

Quality Arbitration

“Quality Arbitration” is defined as any arbitration where the issues are solely out of a question of coffee grade or quality.

Technical Arbitration

“Technical Arbitration” is defined as any arbitration where the issues in dispute are anything *other* than a question solely of coffee grade or quality.

Alternate Panel Selection

When Plaintiff and Respondent each chose an arbitrator, and these two arbitrators choose a third arbitrator to complete a panel, this is referred to as the Alternate Panel Selection method.

The Pleadings

How to File an Arbitration

Article III. Demand and Service thereof:

Any person seeking arbitration shall commence arbitration in the following manner:

1. By issuing a signed a Demand for Arbitration in the form annexed to these Rules as A-1 or A-2, or facsimile thereof, as the case requires.
2. The notarized demand in triplicate, with copies of contract attached, accompanied by the required arbitration fee, shall be filed with the Secretary within three business days after the original issuance of the demand.
3. The Secretary shall thereupon assign a number to the original demand and retain it for use by the Association.
4. One copy shall be returned to the petitioner.
5. The final copy shall be served upon the respondent by the Secretary in the following manner: by registered or certified mail, return receipt requested, addressed to the respondent at the place stated below; by personal hand delivery, by anyone delegated by the Secretary, at the place stated below where it shall be left with some person of suitable age and discretion there employed; or by courier service if the Secretary deems appropriate, and the petitioner agrees to reimburse the Association for the costs of courier service.

Respondent copy shall be mailed to or delivered to the following place:

- a. If such person be a member of the Association, then to the address shown on its records.
- b. If not a member, then to the address, if any, shown on the contract upon which arbitration is based.
- c. In any case where the person is not a resident of, with his own place of business within, the United States, then to the agent or broker of such person to the extent provided in Article VI (Notice) of these Rules.

If none of the foregoing applies:

- d. To the place certified under oath by the petitioner as the last known business address, and to the place of abode as well, if known, of any individual involved as a signatory to the contract and party to the arbitration.

The Secretary shall determine which method or combination thereof shall most fairly, reasonably, effectively, and promptly give notice to the respondent. Notice given in such manner shall be good and sufficient notice.

6. In any case where the Secretary finds the Demand incomplete or unaccompanied by the required fee, the same shall be deemed deficient and not filed and shall not be forwarded nor a number assigned to it unless and until the deficiencies shall be corrected by the petitioner.

7. All judicial service of whatever kind in reference to arbitration or enforcement hereunder, or notice required in reference thereto, shall be made or given in any of the ways stated above for service of a Demand. Whenever a matter in arbitration under these Rules is about to be brought before any court of competent jurisdiction or is pending therein, the Secretary, before proceeding, may require a court order authorizing or directing him to act and specifying the manner in which he shall act.

8. With the permission of the Secretary or the Arbitrators, the parties, by mutual agreement, in writing, and filed with the Secretary, may modify or change the time periods prescribed, provisions, or applications of these rules for the purposes of the arbitration in question.

Article IV. The Answer:

1. The party against whom the arbitration is demanded shall file with the Secretary his Notarized Answer to the Demand on the form annexed to these rules as B-1 or B-2, or facsimile thereof, as the case requires, in triplicate.

2. The Answer duly made shall be filed within five (5) business days as defined herein after receipt of the Demand. If no such Answer is filed within the stated time nor any extension thereof duly granted, it will nevertheless be assumed that the claim made is denied. Failure to file such Answer shall not interrupt or delay the arbitration. The Secretary, in his sole discretion, shall have the right to extend the time for filing an Answer where application, by either party, in writing is received in advance of the due date and good cause is shown to warrant allowance of the extension. The Secretary shall also have the right but not the obligation to return any Answer where it is inadequate, incomplete or insufficient.

3. The Secretary shall forward one copy of the Answer to the Petitioner and return one copy to the Respondent. The Secretary shall retain the original Answer for the use of the Association.

Article V. General:

1. The Demand for Arbitration and the Answer, together with all replies, if any, shall constitute and be known as the Pleadings.

2. The Demand and Answer must be signed and acknowledged before a Notary Public or in other countries before an official who performs like duties. The same shall be executed by the individual if any individual is the party, by a partner if a partnership is involved, or by an officer or its authorized agent if a corporation is involved.

3. A written reply shall be made to every Answer containing a counterclaim. Replies shall be made in such time as required for an Answer. If no such reply is made within the stated time or any extension thereof duly granted, it will never the less be assumed that the counterclaim made is denied.

4. The Pleadings must include a full statement of the case, including any and all claims or counterclaims pertinent to a complete determination of the arbitration, and a true copy of the contract upon which any claim is based. The Pleadings shall be clear, brief, and concise.
5. If the arbitration location specified at time of contract is outside of New York, the GCA Secretary will arrange for the approved arbitration site to be prepared and selection of arbitrators will proceed in accordance with the Alternate Panel Selection method.
6. If arbitration location is not specified at time of contract, arbitration will be held at the GCA offices in New York, and the GCA Secretary will select a panel of arbitrators by lot.
7. Where no formal written contract exists but fax, email, or other written documents exchanged between the parties constitute evidence of an agreement to arbitrate by express words or fair inference, then arbitration may proceed on any controversy which is covered by that agreement. Arbitration can also proceed if both parties agree in writing. In cases where no sufficient written evidence of an agreement can be produced, the Association recognizes that one party can bring an action against the other in a court of appropriate jurisdiction to determine whether or not an agreement existed including a provision to arbitrate as a term of the agreement. In such cases, arbitration will proceed if the court so directs.
8. The time limit for acceptance of grade and quality in any arbitration is governed by the claims clause in the terms and conditions of the contract.
9. No party shall make any objection to the failure to do or perform any act required by these Rules if such party has not registered timely objection in writing thereto promptly following knowledge of such failure.
10. Whenever common issues of fact or law involving the same parties are in dispute, those issues may be consolidated into one (1) arbitration. The Secretary will then call a meeting with the Arbitrators to review the merits of consolidation. Each request for consolidation must be reviewed on a case-by-case basis. It is the sole discretion of the arbitrators to consolidate arbitrations. Where consolidation of arbitration proceedings has been directed between the same parties, and where the amount of a controversy is less than 250 bags, the arbitration fee(s) shall be calculated using the aggregate bag quantity of such controversies.
11. Whenever it is found by the Adjudication Committee, upon application made to it by any of the parties involved in a controversy, that there is, within a series of contracts involved, a common issue for determination among all the parties, then, in such cases and provided all parties agree in writing to such submission, the Adjudication Committee may prepare a submission agreement which shall, among other things, stipulate that:

a. All parties agree to abide by the results of an arbitration of that common issue on one hearing to be held in a proceeding by and between the first and last parties in the series of contracts, with any award or allowance to be applied equally to all parties.

b. In a technical arbitration involving a default of contract, the arbitration panel shall determine the market value had the coffee been delivered. The difference between the contract price and the market value so determined shall be used to determine the award due each party in accordance with the terms of each contract.

Article VI. Notices

1) In the event that either party to a contract containing a clause providing for arbitration under these Rules of Arbitration is a person not a resident of, with his own place of business within, the United States, and has been represented in making the contract by an agent or a broker who has been authorized by him to enter into or sign such contract, and said agent or broker is in fact a signatory to said contract, then said person has thereby, by reason of these Rules, consented that services of all papers, notices, or judicial process required by these Rules or any By-Laws related to arbitration or the enforcement of awards may be made upon or to such agent or broker with like force and effect as though served upon himself personally at the same place as was such agent or broker served. All notices or judicial service in reference to arbitration or enforcement, including the Demand, shall be deemed duly given if served or sent to such broker or agent in the manner provided in Article III, subparagraph 5 hereof.

2) All notices of whatever kind whether related to the arbitration procedure or any resulting or preliminary court proceeding in relation thereto shall be validly given when given in the same manner as prescribed for service of a Demand, or in any other manner as is expressly prescribed by these Rules.

3) In any instance where a non-resident of the City of New York is involved, the Secretary shall extend any time schedule or time requirement beyond that herein prescribed where he, in his sole discretion, finds that additional time is needed to afford such person an equivalent period to that allowed to a resident or he may, in addition to notice as regularly prescribed, also give notice by written communication so as to allow communication time taken into account, treatment equal to that granted residents.

Designation of Arbitrators

Rules for the selection of Arbitrators



Article VII. The Arbitration Panels

All coffee professionals with proper credentials and recommendations are eligible to be appointed to serve on Arbitration panels in accordance with the By-Laws and Rules of the Green Coffee Association, Inc.

- 1) The following panels are established to provide a pool of arbitrators qualified to deliver a verdict on the issue(s) in dispute:

Technical Panel

Technical Panel exists to decide on technical contract performance issues. Any arbitration that does not solely involve issues of coffee grade or quality is considered to be technical in nature and subject to arbitration by technical arbitrators.

Washed Arabica Panel

Washed Arabica Panel is comprised of coffee quality professionals who are familiar with all standard commercial descriptions of Washed Arabica Coffee and have passed the review and examination of the Arbitration Committee. These experts also have sufficient market knowledge to determine how quality defects can be translated into appropriate monetary discounts to settle quality disputes.

Natural Arabica Panel

Natural Arabica Panel is comprised of coffee quality professionals who are familiar with all standard commercial descriptions of Natural Arabica coffee and have passed the review and examination of the Arbitration Committee. These experts also have sufficient market knowledge to determine how quality defects can be translated into appropriate monetary discounts to settle quality disputes.

Robusta Panel

Robusta Panel is comprised of coffee quality professionals who are familiar with all standard commercial descriptions of robusta coffee and have passed the review and examination of the Arbitration Committee. These experts also have sufficient robusta market knowledge to determine how quality defects can be translated into appropriate monetary discounts to settle quality disputes.

Specialty Panel

Specialty Panel is comprised of coffee quality professionals who have passed the CQI, Inc, “Q” graders quality exam and the review of the Arbitration Committee. These experts also have sufficient specialty coffee market knowledge to determine how quality defects can be translated into appropriate monetary discounts to settle quality disputes.

Decaffeinated Panel

Decaffeinated Panel is comprised of coffee quality professionals who are familiar with all standard commercial descriptions of decaffeinated coffee and the review and

examination of the Arbitration Committee. These experts also have sufficient decaffeinated coffee market knowledge to determine how quality defects can be translated into appropriate monetary discounts to settle quality disputes.

Article VIII. Maintenance of Panels

Arbitration Committee

The Arbitration Committee will be charged to maintain the Arbitration panels. This includes regular review of the status and eligibility of current arbitrators and the examination of new candidates for the respective panels. The decisions of the Arbitration Committee regarding the eligibility of any person to serve on an Arbitration panel will be final.

Panel Membership Criteria

1) To perform the tasks of review and examination, the Arbitration Committee will use the following criteria:

- a. All Arbitrators will have a minimum of five years experience in the industry and have the written recommendation to a specific panel of at least two member companies. In the case of Technical Arbitrators, the Arbitration Committee will require the recommendation to the technical panel in writing of no less than five member companies, and
- b. For the Washed Arabica Panel, any candidate that holds a current New York Board of Trade (NYBOT) Graders License will be exempt from the sensory portion of the GCA's arbitrators' exam. The Arbitration committee will establish an objective test and administer such to candidates other than NYBOT graders.
- c. For the Specialty Coffee Panel, all candidates who have passed the "Q" contract graders exam, will be exempt from the sensory portion of the GCA's Arbitrators exam.
- d. For the Natural Arabica, Robusta, and Decaffeinated Panels, all arbitrators will have passed an objective testing procedure that includes testing for knowledge of coffee grading, cupping, and defect evaluation. This test will be designed and administered periodically by the Arbitration Committee.

- 2) The Arbitration committee will remove from the panels any arbitrator who is deemed unfit to serve for reasons of incompetence, or moral and ethical grounds. This shall include arbitrators who have retired or left the coffee business for more than a period of five years, unless that arbitrator can show reasons that his up to date knowledge of the business has been maintained. The decision of the Arbitration Committee in these matters is final.

Article IX. Designation of Arbitrators

When the final Answer or reply has been filed, or the time when same is due has expired, the Secretary shall take the following steps:

- 1) Determine from the nature of the controversy which panel of arbitrators shall be used. If there is any doubt in the mind of the Secretary as to which panel is appropriate, he shall consult the Adjudication Committee and follow its instructions. The Secretary shall remove from the appropriate and current list of Official Arbitrators the names of individuals known by him to be directly or indirectly employed or connected with either party to the arbitration or to have a personal or financial interest in the matter in dispute.
- 2) If the arbitration is outside of New York, the Secretary shall then supply the list of potential arbitrators to the petitioner and the respondent and ask them each to select one arbitrator. The secretary shall then ask the two arbitrators selected, to choose a third arbitrator from the same list. This is referred to as the Alternate Panel Selection method.
- 3) If the arbitration location is in New York, and the Alternate Panel Selection method is not specified at time of contract, the GCA Secretary will select the panel by lot.
- 4) If arbitration location is not specified at time of contract, the arbitration will be in New York with the GCA Secretary selecting the panel by lot.
- 5) If, as a result of any contingency, the Secretary is unable to appoint all three arbitrators as prescribed, he must immediately so advise the Arbitration Committee which shall, either by appointment of new arbitrators, by changing the classification of existing arbitrators, or by supplying additional names, provide the Secretary with the names of persons sufficient in number to be at

least two more than are needed to complete the panel of three arbitrators. The selection shall then be made from that number.

- 6) The three arbitrators thus selected and having been notified by the Secretary of that fact and said notification shall instruct them to advise the Secretary of their confirmed acceptance within three (3) business days as defined herein after the receipt of such notification. If any of the arbitrators thus chosen cannot serve, the Secretary shall, as to the number declining, repeat the foregoing procedure until three arbitrators agree to serve. The Secretary shall then prepare for the use of each arbitrator an exact copy of the pleadings.
- 7) A majority of the Arbitration Committee shall have power and authority to declare vacant the position of any original or appellate arbitrator by reason of illness, death, resignation, bias, prejudice, or any other inability to act; or on refusal, neglect, other disqualification, or ineligibility; and its decision shall be final, conclusive, and binding on all parties. Vacancies shall be filled in the same manner provided for in these Rules as to original appointments.
- 8) If such a vacancy is declared after commencement of Hearings but before the arbitrators reach full agreement on an award thereon, the Secretary shall select a new arbitrator to fill the vacancy in accordance with the provisions for selection of the original arbitrators. The new arbitrator shall hear and consider the case and all testimony, evidence, and statements anew except in a case where with the consent of the arbitrators, the parties agree in writing to proceed with the arbitration without filling the vacancy and by permitting the remaining arbitrators to act by majority vote or by permitting the newly designated arbitrator to act on the basis of the record already compiled.

Article X. Oath and Vote of Arbitrators

- 1) Prior to the commencement of any arbitration each selected arbitrator is directed to state in writing or orally to the Secretary that there is no circumstance known to him which does or might create any bias or appearance of bias or interest on his part and that there is no fact known to him which might disqualify him. He also must state that he is knowledgeable about the type of coffee at issue in a quality arbitration or the subject matter at issue in a technical arbitration.
- 2) In the case of a disqualification the vacancy shall be filled by the Secretary as provided in Article IX hereof. Any question or dispute as to the qualification of an arbitrator shall be referred to the Arbitration Committee for disposition under Article IX-5 hereof.

- 3) Upon receipt of acceptance from the arbitrators, the Secretary shall arrange for administration of the oath which shall be in the form annexed to these Rules as Form F. Such oath shall be taken before any testimony is heard.
- 4) All decisions of the arbitrators, including the award, shall be by majority vote of the panel.



Arbitration Hearings

All controversies relating to, in connection with, or arising out of the GCA contract shall be settled by arbitration in accordance with the Rules of Arbitration of the Green Coffee Association. The UN Convention on Contracts for the international sale of goods shall not apply to this contract.

Article XI. Location of:

In general, once arbitrators are selected they are in complete charge of the arbitration. This includes the selection of the location. The following guidelines will be used by the arbitrators in deciding upon the arbitration location:

Technical Arbitration Location

Technical arbitration hearings can be held in person at any facility deemed acceptable by the arbitrators, or by conference phone call, or internet meeting site. It is not necessary that Arbitrators, Parties and their legal representatives, and the secretary be physically present at the same location. The Secretary will arrange stenographic record of testimony if it is requested by either party.

Quality Arbitration Location

Arbitrations involving Grade or Quality must be held at one physical location acceptable to the Arbitrators and the Association. It is necessary that the same samples be evaluated at the same time, under the same conditions of preparation. Grade or Quality Arbitrations will be held only at locations approved by the Arbitration Committee. If an approved location is not specified at the time of contract, the arbitration will be held at the Association office in New York and the GCA Secretary will select the panel by lot.

Article XII. Arbitration Hearing Procedures

A. Hearings shall be oral, held as soon as practicable, and be pressed to speedy determination. All pleadings required by the rules shall be submitted prior to the Hearing. The Secretary upon the direction of the arbitrators shall set the date and time, format, and location for the hearing notifying the parties thereof and allowing the parties at least eight (8) business days as defined herein. He shall attempt to set a date acceptable to all parties and their counsel but if he is unable to do so by mutual agreement he shall in his sole discretion fix a date. Thereafter any application for adjournment shall be made to the arbitrators. All such applications to the arbitrators shall be in writing, shall specify in detail the reasons for requesting an adjournment, and must show good and sufficient cause for that adjournment.

B. With the approval of the arbitrators a delay of up to five (5) business days as defined herein will be allowed if satisfactory reason for delay is submitted in writing to the Association at least 24 hours before the scheduled hearing time. Either party may request a delay of the hearing but the arbitration panel will either grant the delay or hold hearings as scheduled.

C. Each party causing an adjournment or postponement of any scheduled oral hearings shall pay the Association an adjournment fee of two hundred fifty dollars (\$250) for the first adjournment requested or caused by a party, five hundred dollars (\$500) for the second adjournment requested or caused by the same party and one thousand (\$1,000) for any subsequent adjournment requested or caused by the same party. The adjournment fee shall be imposed by the arbitrators or may be waived at the discretion of the arbitrators. The arbitrators also may assess reasonable and necessary expenses incurred by the parties and their witnesses, including reasonable attorney's fees, as a result of an adjournment. No adjournment fee shall be assessed if an arbitrator becomes ineligible or otherwise unable to serve, or if a hearing extends over the expected time period.

D. Each party shall have the right to be heard, to present evidence pertinent and relevant to the issues, to cross-examine witnesses, and at his own expense, to call witnesses. Documents to be submitted at the Hearing shall be submitted in quadruplicate or in time to be formatted for internet transmission. When documents are submitted to the arbitrators, a copy must be submitted to the opposing party at the same time. Whenever testimony is taken it shall be under oath or affirmation and a stenographic tape or other record of same shall be made. An original transcript and a minimum of three copies shall be prepared. The original transcript shall become part of the Association's record of the Arbitration, with one copy each available for the petitioner, respondent, and arbitrators. The expense for this service is to be charged to the parties as part of the costs of arbitration to be assessed at time of Award. Additional copies of the transcript may be ordered by the parties at their own expense.

E. The parties may waive oral hearings by agreeing to such waiver in writing, in which case the pleadings and such other statements of fact, evidence, documents, records, or affidavits, all verified to the extent required by the arbitrators, may be considered. However, the arbitrators may, at their discretion, require a hearing, may require the production of such records or evidence as they deem proper, and may direct the parties to attend.

F. Any party may be represented by counsel. A party intending to be so represented shall notify the Secretary prior to the date set for hearing and, upon notification, the opposing party shall have the right to a reasonable adjournment to procure counsel.

G. No statements or other forms of communication shall be made to any of the arbitrators by any one except in the presence of all the arbitrators, the stenographic reporter, and both parties to the Arbitration.

H. Only the parties to the arbitration, their duly designated attorney, and persons authorized by the arbitrators may be present at any hearing. Arbitrators shall determine whether witnesses may attend the hearing.

I. To assure a complete record of the proceedings, only one person may speak at a time during the hearing and, except for the examination or cross-examination of witnesses, all statements shall be directed to the arbitrators. No parties, witnesses, or others shall, during the conduct of the hearings communicate directly with each other.

J. The arbitrators shall, among themselves, agree upon a chairman and it will be his duty and responsibility to conduct the arbitration and hearings.

K. Arbitrators shall be in complete charge of the arbitration. They shall conduct the same with the purpose of establishing equity and fair dealings in matters of trade and commerce. The arbitrators in any case where they elect to do so may have General Counsel for the Association attend any or all of the hearings. The General Counsel, if so directed by them, may act as their legal spokesman; advise on questions of evidence,

order, and procedure; and consult with them. General Counsel shall have no right to vote nor, aside from presenting such legal advice as is requested, to assist in the determination of the merits of the dispute presented to the arbitrators.

L. The order of procedure, the manner in which the hearings shall be conducted, and the evidence which shall be admitted or excluded shall be governed and ordered by the arbitrators who shall, however, afford full, fair, and equal opportunity to all parties for the presentation of evidence. The arbitrators shall be the sole judges of the materiality and competence of all evidence offered. Conformity to or compliance with legal rules of evidence shall not be necessary. Affidavits may be accepted as well as letters and other business documents and the arbitrators shall determine the admissibility and weight of such evidence as well as all other evidence.

M. The arbitration may proceed despite the absence of any party who after due notice fails to appear, answer, or reply. Failure to file any of the required pleadings within the time required shall not delay the conduct of the arbitration. Where a party is in default, upon application of the Secretary or the party not in default, the arbitrators may direct the time and fix the manner in which the arbitration is to proceed. An award shall not, however, be made solely upon the default of a party. The arbitrators shall require the party not in default to submit such evidence and proceed in such manner as they may require in order to make an award and fix the amount thereof.

N. Arbitration awards will be based upon the evidence submitted and the parties should be prepared to submit as full and complete presentation of their respective cases as possible. While the arbitrators may request additional evidence, arbitrators are not required or expected to assist in the presentation of the case or the collection of the evidence.

Article XIII. Hearing Procedures—Arbitrations Involving Grade or Quality Issues

A. If a controversy arises solely out of a question of grade or quality of coffee and Forms A-2 and B-2 have been filed, the parties have thereby waived oral hearings and proceedings shall take place in accordance with the provisions of this Article. Variations from the grade or cup quality of the coffee described in the contract are the only bases for a Grade or Quality Arbitration.

B. All submissions shall be accompanied by sampling order(s) for the lot(s) to be arbitrated by the Association except where sealed samples have been drawn in advance by the Association or except in cases where both parties to the arbitration mutually agree in writing to use sample(s) then in the possession of one of the parties. In this

latter event, such sample(s) shall be marked, sealed, and bear the written approval of both parties, after which the sample(s) shall be forwarded to the Secretary.

C. The Statement for Arbitration for grade and quality shall explicitly set forth the precise question in detail. When arbitrators are not satisfied with the specifications of the claim made they may, through the Secretary, present questions for response in writing.

D. When coffee sold on a private type is submitted for Arbitration it is the responsibility of the parties to supply a sealed private type sample. In Arbitrations of coffees sold on description basis where no type sample exists, the Standard Type Committee shall furnish a standard type sample.

E. If any chop(s) of the coffee in a contract have been removed from the dock, or original terminal in the case of breakbulk discharge, or from the stripping location, such as a dock, container freight station, terminal, or any warehouse in the case of containerized discharge, before representative sealed samples have been drawn by the Association in accordance with its rules, all claims as to quality regarding such chop(s) shall be unenforceable for that portion so removed.

F. The Secretary shall have the samples drawn by an official sampler, designated by the Association, who shall sample from at least ten percent (10%) of the number of bags in the lot to make a comprehensive average five-pound sample for each chop.

G. Where an arbitration concerns uniformity, in addition to the 5 lb. composite sample, the Secretary also shall have a reasonable number of samples drawn, each sample to be kept separately for examination by the arbitrators. A reasonable number is considered to be 10 samples on a lot of 250 to 500 bags.

H. The Association shall in all cases designate samplers and shall not accept samples drawn independently except as permitted in Paragraph B above.

I. The Secretary shall prepare for the use of each arbitrator an exact copy of all written statements, documents, abstracts from books of account, or other evidence submitted. In the case of appeal the Secretary will eliminate entirely from such copies all names of firms, individuals, chop marks, vessel names, or any reference that might serve to identify the parties to the appeal and shall substitute therefore symbols to represent said parties. The purpose of this step is to conceal the identity of the parties to the appeal from the arbitrators and the Secretary shall be guided accordingly.

J. When the arbitration panel is selected by the GCA Secretary or its designee, the Secretary, or its designee, shall entirely remove marks, chop numbers, vessel names, and quantities and any other identifying information from all samples submitted, substituting therefore a symbol, the identity of which shall be known only to the Secretary or its designee. The purpose of this step is to conceal from the arbitrators the identity of the samples and the Secretary shall be guided accordingly.

K. The Secretary, or its designee, shall prepare the sample and instruct the arbitrators to test six (6) cups for each chop submitted for arbitration including any Appeal.

L. The Secretary shall assure that all pertinent data shall immediately be submitted to the arbitrators and they shall make an award in the form of Exhibit Form F-2 within five (5) business days.

Article XIV. Hearing Procedures—Other Arbitrations

A. In any arbitration in which Forms A-2 and B-2 have not been filed, or where technical issues are also involved, the arbitrators shall have the right to direct the Secretary to arrange, so far as possible and in such form and manner as he in his sole judgment and discretion shall decide but always subject to the direction of the arbitrators, a grade and quality analysis done in accordance with these rules. The selected testers shall submit this report in like manner as though it were an award. The same shall be submitted to the arbitrators and the parties and it shall become a part of the evidence that is offered. An Appeal Panel may act in like manner. In either case the anonymity of the testers shall be protected in like manner as though it were a grade or quality award. The additional costs consequent upon this procedure may be assessed as costs against the parties.

B. In addition to those arbitrations submitted on the forms and in the manner otherwise provided for herein, the Association by majority vote of the Board of Directors may, in its sole discretion, accept for arbitration pursuant to these Rules any dispute pertaining directly or indirectly to the coffee industry, providing only that it shall be deemed to serve the interests of the industry and/or the members thereof.

C. Preliminary to any consideration of the dispute or the arbitrability of the same by the Association, each of the parties thereto shall submit a signed statement on Form “C” clearly setting forth the matters submitted for arbitration and unequivocally submitting themselves and the matter in dispute to the jurisdiction of the Association in effect at the time of the submission. Such written submission shall be accompanied by the appropriate arbitration fee.

D. Any such submission, once accepted by the Association, may not be subsequently withdrawn from the jurisdiction of the Association except under express written consent of all parties thereto or upon a recommendation of a majority of the arbitrators confirmed by a majority vote of the Board of Directors.



The Award and Appeal

No Party to an arbitration can be awarded more than the sum asked for in the petition or pleadings.

Article XV. Guidelines for Arbitration Awards

A. In acting upon an award the court, in most cases, looks only to the document itself. Because the award may be based on trade knowledge not known to the court, a court will neither rewrite an Award nor fill in the blank spots. Anything which is necessary to a complete understanding of the Award or essential to its enforcement must be clearly stated in the Award itself.

B. A first and most important step is for the arbitrators to ask each party to indicate for the record either orally or in writing precisely what it is requesting the arbitrators to decide. If damages are requested or if action is required, the parties should be asked to describe specifically the remedy they seek.

C. Based upon what the parties have requested, the arbitrators should then decide each issue. The date and type of specific performance should be clearly indicated.

Damages should be denied or awarded in a specific amount or according to a precise formula which is computable from the provisions contained in the Award. Special damages for miscellaneous costs and expenses should likewise be denied or clearly and specifically provided for. An Award including interest should indicate the interest rate and the period when interest starts to run and stops. The cost of arbitration should be assessed. The parties are normally expected to assume their own legal expenses.

D. If arbitrators are unsure of any issue in dispute or feel they need further information, the parties should be called upon to provide the information even if it requires their recall.

E. The extra time and attention required to do a complete job as an arbitrator will reduce the possibility of judicial attack and will sustain confidence in and the effectiveness of the entire Green Coffee Association, Inc. arbitration procedure.

Article XVI. The Award

A. The Award of the arbitrators may be made at any time after completion of the hearing but in no case later than five (5) business days after the transcript has been received by the Secretary. The time may be extended by the mutual consent of the parties or by the Arbitration Committee if so requested by the arbitrators.

B. If no Award has been made within the time specified or extended, the offices of the arbitrators shall be declared vacant by the Arbitration Committee and parties immediately notified of such declaration. In such cases, new arbitrators shall thereupon be selected in the same manner as provided in these Rules for the selection of the original arbitrators. Such new arbitrators shall proceed to consider and determine the matter in like manner as if no hearings had previously taken place, except that upon agreement of all the parties, such new arbitrators may consider and determine the matter on the record of the case as submitted to the former arbitrators.

C. The Award may require specific performance of a contract, require the acceptance or replacement of merchandise, fix allowances for defective merchandise, declare a contract breached in whole or in part, and/or award money damages in the alternative or otherwise; but the foregoing shall not obligate or limit the power of the arbitrators who may grant any remedy or relief which they deem just and equitable. However no party to an arbitration can be awarded more than the sum asked for in the petition or pleadings.

D. The Award shall be made in writing in the form of Exhibit Form E-1 and, after acknowledgment before a Notary Public or other proper legal officer, shall be filed with the Secretary. The Award shall determine the liability of each of the parties to the arbitration and the proportion of expenses thereof to be borne by each party. Unless otherwise provided in the Award, settlement of the Award shall be within seven (7) calendar days from the date of receipt thereof by the unsuccessful party. Where interest is allowed, it shall continue to accrue up to the time when the award is satisfied.

E. If an Arbitration Award remains unsatisfied thirty days after the date of said Award, the party in whose favor the Award was given may request the Association to publish notice that the Award remains unsatisfied. Upon receipt of such written request, the Secretary shall notify the party in arrears of the Association's intention to publish such information. Such a notice, in writing, shall require an answer from the party in default to be received at the Associations offices within 15 days from the date of mailing. If, after such 15 days notification, the Award has not been resolved to the satisfaction of the beneficiary, the Secretary shall notify the members of the Association of the failure to comply with the award and shall give the name and address of both parties to the arbitration, the nature and amount of the Award, and the date of the original Award. Should an Unsatisfied Award notice have been published where payment is subsequently received, the party in whose favor the Award was given must notify the Secretary of such payment and the Secretary shall publish notice that the Award has been satisfied.

F. Immediately upon an original or appellate Award being filed with the Secretary, he shall record the same, including in all cases the true names of the parties thereto, in the "Book of Arbitration Decisions" and shall, at the same time, send a true copy of such Award to the offices of all parties to the arbitration. If any party, through his attorney, certifies in writing to the Secretary that the original Award is necessary for the purpose of entering judgment on such Award or is required for other judicial process, the Secretary shall, except as to quality arbitrations, deliver the original Award to the party, retaining a duplicate original or photostatic copy for the records of the Association.

G. In arriving at equitable quality allowances all decisions shall be based on current values, unless otherwise specified in the contract, and the contract price of the coffee shall NOT be considered in arriving at a decision as to whether or not coffee conforms to contract grade or description and what allowance is to be made.

H Expenses incurred by the buyer may be charged back to the seller where a delivery is refused in accordance with the terms of the contract after an Award has been rendered, as it is always within the province of the buyer to accept a transfer "without prejudice" and so protect his interests in the matters of storage and insurance during the process of arbitration.

I. Interest costs are generally accepted and confirmed by arbitrators as an expense.

Article XVII. The Appeal

A. It shall be the right of either party to an arbitration to appeal the original Award of the arbitrators. The appeal shall be made by filing written Notice of Appeal in triplicate with the Secretary within two (2) business days as herein defined after receipt of the Award or notice thereof. The Notice of Appeal must be timely and be accompanied by the required fee. Notices of Appeal shall be in the form annexed to these Rules as Exhibit Form D, or facsimile thereof, and shall be signed and acknowledged before a Notary Public or other proper official. The contentions of the party making the appeal shall be set forth in the Notice of Appeal. No new claims or counterclaims may be submitted on appeal. In the event that both parties appeal, the two appeals shall be handled by the same arbitration panel.

B. The Secretary, on receipt of Notice of Appeal, shall immediately send the other party one copy of the Notice of Appeal and shall select by lot from the panel of arbitrators, in accordance with the same requirements and procedure as is prescribed in Article IV hereof, five (5) new qualified arbitrators (or three (3) in the event that the Secretary determines that five (5) are not available or qualified to act) to hear the appeal in question. Within three (3) business days of receipt of the Notice of Appeal, the respondent thereto shall submit in triplicate his contentions and counterarguments in respect to the Appeal.

C. On Appeals of arbitration awards, other than those solely as to grade or quality, the original award being appealed, together with all the evidence, without any deletions, shall be submitted to the arbitrators hearing the appeal. On appeals of arbitration awards solely of grade or quality a true copy of the award being appealed, with the names of the original arbitrators deleted, and true copies of the Notice of Award and Notice of Appeal with the names of the parties deleted. The Secretary shall submit the same sample(s) as submitted to the original panel.

D. All appeals shall be held at the Associations' office in New York. The appeal arbitration panel shall be chosen by the GCA, sworn, conduct appellate hearings, and execute and file the award. The appeal shall be considered solely on the record, documents, and evidence presented to and considered by the original panel, coupled with such arguments as the parties may wish to present. However, an appeal shall not constitute a new trial or hearing nor shall new evidence or testimony be offered or received.

E. If one party of the arbitration contends that the amount of the original Award is too large, the arbitrators may not increase the Award. If one contends the amount of the original Award is too small, the arbitrators may not reduce the, award. If a majority of the appeal panel fails to uphold the appeal to a major degree in favor of a sole party making an appeal, that party shall bear the cost of appeal. If the contention of a sole party making an appeal is supported to major degree, there shall be no charge for the appeal. The Arbitrators shall decide whether the appeal contentions have been supported to a major degree. In the event that both parties contest the award by appeal or response to an appeal, the arbitrators shall have the same power and authority as to the amount of the award as that conferred on the original arbitrators.

F. A majority decision of the arbitrators shall supersede and nullify the original award and shall constitute the final, exclusive, and binding award upon each and every party to such arbitration on appeal.

G. The appeal award must be made after completion of the hearing but in no case later than five (5) business days after the transcript has been received by the Secretary. The time may be extended by the mutual consent of the parties or by the Arbitration Committee if so requested by the arbitrators. The Award shall be rendered in the form of Exhibit Form E-2 and, after acknowledgment before a Notary Public or other proper official, the same shall be filed with the Secretary.

H. Unless otherwise provided in the award, settlement of the award shall be within seven (7) calendar days from the date of the receipt thereof by the unsuccessful party.

I. An appeal decision reversing an original decision shall include the assessment of the original arbitration fees to the loser of the appeal.

Arbitration Fees and Other Charges

It is the purpose of the GCA Arbitration system to save the Coffee Industry costly litigation expense. However, it is necessary that t fees for arbitration be charged and that these fees offset the costs of the Association to hold arbitration hearings.

Article XVIII. Fee Schedule

A. The arbitration fee for members of the Association shall be as follows:

1. \$450.00 minimum up to 250 bags on any question solely of Grade or Quality of coffee. For each additional bag over 250 bags there shall be a fee of 50 cents per bag.
2. \$650.00 minimum up to 250 bags from appellants only on an appeal from the award rendered on any question solely of Grade or Quality of coffee. For each additional bag over 250 bags there shall be a fee of 75 cents per bag.
3. \$650.00 minimum up to 250 bags on any question other than one solely involving Grade or Quality of coffee. For each additional bag over 250 bags there shall be a fee of 50 cents per bag.

4. \$850.00 minimum up to 250 bags from appellants only on an appeal from the award rendered on any question other than one solely involving Grade or Quality of coffee. For each additional bag over 250 bags there shall be a fee of 75 cents per bag.

5. From the fees received the association shall pay a fee to the Arbitrators as follows:

(a) Arbitrations on any question solely of Grade or Quality of coffee, \$50.00 per arbitrator

(b) Arbitrations on any question other than solely of Grade or Quality of coffee, \$50.00 per arbitrator

B. In the event that an arbitration is withdrawn or cancelled before an Answer is filed, the sum of \$200.00 shall be retained by the Association as a filing fee out of the Arbitration fee deposited providing a hearing has not yet begun. The balance of the arbitration fee shall be returned to the depositor except as provided in Section D of this article. When a hearing has been scheduled and held on a technical arbitration or appeal and any settlement is reached between the parties or they mutually agree to withdraw the arbitration or appeal, such settlement or agreement shall provide for forfeiture of the arbitration fee to the Association by the depositor as the panel sees fit.

C. When a decision has been rendered by the panel, the arbitrators shall assess the arbitration fee on one or both of the parties as they see fit. All other expenses incurred, shall be borne in such manner as fixed in the award. Other deposits received, except as provided in Paragraphs B and D of this Article, shall be refunded to the parties entitled thereto.

D. All non-members party to an arbitration shall be charged an additional fee for each arbitration or appeal, over and above the scheduled fees charged to members as provided in Paragraph A of this Article. The non-member fees when arbitrating against a member shall be as follows:

\$300.00 on any question solely of Grade or Quality of coffee;

or

\$300.00 on any other question.

The non-member fees when arbitrating against another nonmember shall be as follows:

\$500.00 on any question solely of Grade or Quality of coffee;

or

\$2000.00 on any other question.

Such additional fee shall be retained by the Association regardless of result and shall be paid, together with the regular arbitration fee charged to members, to the Association at the time the Statement, and/or Answer thereto is filed with the Secretary of the Association.

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Form "A" 1

FORM A-1 (Technical)
Green Coffee Association, Inc.

Petitioner

Respondent

**STATEMENT FOR
ARBITRATION OTHER THAN
GRADE OR QUALITY**

To MESSRS. _____ of _____

We hereby demand that you arbitrate pursuant to the By-Laws and Rules of the Green Coffee Association, Inc., a controversy or misunderstanding that has arisen between us, under the contract of (date) _____ which concisely stated is as follows:

(Briefly state the precise issue which it is desired to arbitrate)

I. A statement of our case is as follows:

(Fully state the case which it is desired to arbitrate)

We agree that the arbitrators, whether in the original arbitration or in the arbitration on appeal, if an appeal is taken shall be selected according to said By-Laws and Rules. We waive any and all provisions of the New York Laws which are at variance to or inconsistent with the said By-Laws and Rules and agree to stand to, abide by and perform the final decision, award, order and judgment which may be made.

We do further agree that a judgment of the Supreme Court of the State of New York may be entered in any County of the State of New York thereon, and waive any and all appeal or review of said judgment.

We enclose dollars _____ (\$)) the arbitration fee required by the Rules and By-Laws of the Association.
Dated, New York, _____ Month/ Day/ Year

_____(L.S.) (or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____,
to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly
acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____,
to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for
himself depose and say: That he is a member of the firm of _____ consisting of
himself, and _____, and _____
and that he executed the foregoing instrument in the firm name of _____
and that he had authority to sign same, and he did acknowledge to me that he executed the same as
the act and deed of said firm of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came _____,
to me known, who being by me duly sworn, did depose and say: That he resides in _____,
that he is the _____ of _____ the corporation
described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

Form "A" 2

FORM A-2 (Grade or Quality)

Green Coffee Association of New York City, inc.

Petitioner

**STATEMENT FOR ARBITRATION
SOLELY AND EXCLUSIVELY OUT OF
A QUESTION OF GRADE OR QUALITY**

Respondent

To MESSRS. _____ of _____

We hereby demand that You arbitrate pursuant to the By-Laws and Rules of the Green Coffee Association of New York City, Inc.. a controversy or misunderstanding that has arisen between us, under the contract of 19__

I _____ A statement of our case and a specification of the precise issue on Grade or Quality which we desire to arbitrate is as follows:

(Fully state the case which it is desired to arbitrate)

II _____ The evidence to support our case is as follows

(Fully state the evidence which is to support the case. attaching a true copy of the contract under which the case is claimed to have arisen),

We agree to observe faithfully the terms of this document and the By-Laws and Rules of Arbitration of the Green Coffee Association of New York City, Inc. and further agree that no witnesses need be called before the arbitrators (whether in the original arbitration or on appeal) and that the arbitrators may decide upon the evidence presented to them and the statements and evidence contained in the Statement. Answer and Reply. We waive notice of any and all hearings and adjourned hearings and agree that the arbitrators, whether in the original arbitration or in the arbitration on appeal, if an appeal is taken shall be selected according to mid By-Laws and Rules.

We waive any and all provisions of the New York Laws which are at variance to or inconsistent with the said By-Laws and Rules and agree to stand to, abide by and perform the final decision, award, order and judgment which may be made.

We do further agree that a judgment of the Supreme Court of the State of New York may be entered in any County of the State of New York thereon and waive any and all appeal or review of said judgment.

We enclose _____ dollars (\$) _____) the arbitration fee required by the Rules and By-Laws of the Association.

Dated, New York, 20__

_____(L.S.) (or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEWYORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____, to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for himself depose and say: That he is a member of the firm of _____ consisting of himself, and _____, and _____ and that he executed the foregoing instrument in the firm name of _____ and that he had authority to sign same, and he did acknowledge to me that he executed the same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATEOFNEWYORK

COUNTY OF

On this day of 20__ before me personally came _____, to me known, who being by me duly sworn, did depose and say: That he resides in _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

Notary Public

Form "B" 1

**FORM B-1 (Technical)
Green Coffee Association Inc.**

Petitioner

Respondent

**ARBITRATION ANSWER
OTHER THAN GRADE OR
QUALITY**

Arbitration No. _____

To MESSRS. _____

Our answer to your Statement for arbitration is as follows;

1. Statement of the case in answer: (Fully state your case in answer.)

We agree to observe faithfully the terms of this document and the By-Laws and Rules of Arbitration of the Green Coffee Association of New York City, Inc. and further agree that the arbitrators, whether in the original arbitration or in the arbitration on appeal, if an appeal is taken, shall be selected according to said By-Laws and Rules..

We waive any and all provisions of the New York Laws which are at variance to or inconsistent with the said By-Laws and Rules and agree to stand to, abide by and perform the final decision, award, order and judgment which may be made.

We do further agree that a judgment of the Supreme Court of the State of New York may be entered in any County of the State of New York thereon, and waive any and all appeal or review of said judgment.

We enclose Dollars _____(\$ _____), the arbitration fee required by the Rules and By-Laws of the Association.

Dated, New York, _____, 20__

_____ (L. S.) (or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____,
to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly
acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____,
to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for
himself depose and say: That he is a member of the firm of _____ consisting of
himself, and _____, and _____ and that he executed
the foregoing instrument in the firm name of _____ and that he had authority to sign
same, and he did acknowledge to me that he executed the same as the act and deed of said firm
of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came _____,
to me known, who being by me duly sworn, did depose and say: That he resides in _____,
that he is the _____ of _____ the corporation
described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and
that he signed his name thereto by like order.

(SEAL)

Notary Public

Form "B" 2

**FORM B-2 (Grade or Quality)
Green Coffee Association Inc.**

Petitioner

**ARBITRATION ANSWER
(GRADE OR QUALITY)**

Respondent

Arbitration No. _____

To MESSRS. _____

Our answer to your Statement for arbitration is as follows;

1. Statement of the case in answer: (Fully state your case in answer.)

We agree to observe faithfully the terms of this document and the By-Laws and Rules of Arbitration of the Green Coffee Association of New York City, Inc. and further agree that the arbitrators, whether in the original arbitration or in the arbitration on appeal, if an appeal is taken, shall be selected according to said By-Laws and Rules..

We waive any and all provisions of the New York Laws which are at variance to or inconsistent with the said By-Laws and Rules and agree to stand to, abide by and perform the final decision, award, order and judgment which may be made.

We do further agree that a judgment of the Supreme Court of the State of New York may be entered in any County of the State of New York thereon, and waive any and all appeal or review of said judgment.

We enclose Dollars _____(\$ _____) , the arbitration fee required by the Rules and By-Laws of the Association.

Dated, New York, _____, 20__

_____ (L.S.) (Or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEWYORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____, to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for himself depose and say: That he is a member of the firm of _____ consisting of himself, and _____, and _____ and that he executed the foregoing instrument in the firm name of _____ and that he had authority to sign same, and he did acknowledge to me that he executed the same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATEOFNEWYORK

COUNTY OF

On this day of 20__ before me personally came _____, to me known, who being by me duly sworn, did depose and say: That he resides in _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

Notary Public

Form "C"

FORM C. Green Coffee Association, Inc.

Petitioner

Respondent

**SUBMISSIONS FOR
ARBITRATION WHERE
NO ARBITRATION
CLAUSE EXISTS**

(For Arbitration between member and non-member where contract does not require arbitration through this association or between non-members)

We request the Board of Directors of the Green coffee Association, Inc. to grant approval for an Arbitration to proceed on the following issues:

(Concisely state the question in dispute)

We and each of us do hereby voluntarily submit the same and all matters concerning the same to arbitration pursuant to the By-Laws and Rules of the Green Coffee Association of New York City, Inc., and pursuant to the Laws of the State of New York, expressly waiving, however, any provision of said laws which is at variance to or inconsistent with the said By-Laws and Rules, and we agree to stand to, abide by and perform the decision, award, order or judgment that may be made therein, pursuant to and by virtue of this submission. We and each of us do further agree that a judgment of the Supreme Court of the State of New York may be entered in any County of the State of New York thereon, and waive any and all appeal or review of said judgment. We and each of us agree that the arbitrators (whether in the original arbitration or on appeal, if an appeal is taken) shall be selected according to said By-Laws and Rules.

We enclose dollars _____ (\$ _____) the arbitration fee required by the Rules and By-Laws of the Association.

Dated, New York, _____ 20__

Petitioner _____ L.S.) (or corporate seal as the case may be)

Respondent: _____ L.S.) (or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____,
to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly
acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____,
to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for
himself depose and say: That he is a member of the firm of _____ consisting of
himself, and _____, and _____
and that he executed the foregoing instrument in the firm name of _____
and that he had authority to sign same, and he did acknowledge to me that he executed the same as
the act and deed of said firm of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came _____,
to me known, who being by me duly sworn, did depose and say: That he resides in _____,
that he is the _____ of _____ the corporation
described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

Notary Public

Form "D"

FORM D Green Coffee Association, Inc

Petitioner

Respondent

NOTICE OF APPEAL

Arbitration No. _____

To MESSRS. _____ of _____

We hereby appeal the original award made by the arbitrators of the Green Coffee Association, Inc., on the ground that:
(State the contention of the appealing party which he wishes to have decided on appeal)

We enclosed dollars _____ (\$) the arbitration fee on
appeal required by the By-Laws and Rules of the Green Coffee Association Inc.

Dated, _____ 20__

_____ (L.S.) (Or corporate seal as the case may be)

ACKNOWLEDGMENTS

(Individual acknowledgment)

STATE OF NEWYORK

COUNTY OF

On this day of 20__ before me personally came and appeared _____, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed same.

(SEAL)
Notary Public

(Partnership Form)

STATE OF NEW YORK

COUNTY OF

On this day of , 20__ before me personally came and appeared _____, to me known, and known to me to be the person who executed the above instrument, who being duly sworn by me did for himself depose and say: That he is a member of the firm of _____ consisting of himself, and _____, and _____ and that he executed the foregoing instrument in the firm name of _____ and that he had authority to sign same, and he did acknowledge to me that he executed the same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

(SEAL)
Notary Public

(Corporate Form)

STATE OF NEW YORK

COUNTY OF

On this day of 20__ before me personally came _____, to me known, who being by me duly sworn, did depose and say: That he resides in _____, that he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(SEAL)

Notary Public

Form "E" 1

FORM E- I ARBITRATION AWARD Green Coffee Association, Inc

In the matter of the arbitration between:

Petitioner

Respondent

Arbitration No. _____

The undersigned appointed to act as arbitrators between the parties named in the above caption, in accordance with the Rules of Arbitration of the Green Coffee Association Inc., and having been duly sworn according to law and having considered the allegations and evidence of the parties, do hereby award as follows:

Dated, New York, 20

_____ (L. S.)

_____ (L. S.)

_____ (L. S.)

STATE OF NEW YORK.
COUNTY OF NEWYORK

On this day of , 20__ , before me personally came and appeared

_____, _____, and

_____, to me known, and known to me to be the individuals described in and who executed the foregoing instrument, and each of them duly acknowledged that he executed the same.

NOTARY PUBLIC.

Form "E" 2

FORM E- 2 APPEAL AWARD Green Coffee Association, Inc

In the matter of the arbitration between:

Petitioner

Respondent

Appeal Arbitration No. _____

The undersigned appointed to act as arbitrators between the parties named in the above caption, in accordance with the Rules of Arbitration of the Green Coffee Association, Inc., and having been duly sworn according to law and having considered the allegations and evidence of the parties, do hereby award as follows:

Dated, New York, 20__

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

STATE OF NEW YORK.
COUNTY OF NEWYORK

On this ___ day of _____, 20__ , before me personally came and appeared _____,

_____, _____, and

_____, to me known, and known to me to be the individuals described in and who executed the foregoing instrument, and each of them duly acknowledged that he executed the same.

NOTARY PUBLIC

Form "F"

FORM F Oath of Arbitrators Green Coffee Association, Inc

OATH OF ARBITRATORS

ARBITRATION NO. _____

We, the undersigned, do each for ourselves, solemnly swear that we will faithfully hear and examine the matters in the controversy known as Arbitration No. _____, which has been submitted to us as arbitrators, and that we will make a just award therein according to the best of our understanding.

We further swear that if, when a case is placed before us, we recognize it as one on which we have been consulted, either directly or indirectly, we shall immediately ask to be relieved from serving.

We further swear that unless relieved from our oath, as provided in the By-Laws of this Association, we will not now or later reveal to anyone the fact that we served as Arbitrators in this controversy.

We further swear that our decision will be based purely on the evidence presented to us.

Sworn to before me, this _____ day of _____, 20__
