

Terms and Conditions of the CubeCold Group (Italy)

The following General Terms and Conditions (“T&C”) apply to all agreements concluded between a customer, acting as principal/shipper (the “Customer”) and an Italian subsidiary company of Cube Cold Europe NL HoldCo B.V., as identified in the Request (hereinafter referred to also as the “LSP”), regarding the logistic services or other conventional forwarding services.

DEFINITIONS:

For the purposes of the T&C, the term:

- a) “Carrier” means the party actually performing or undertaking the performance of the contract of carriage (1678 c.c.), under the conditions set forth in Annex C to the T&C;
- b) “Customer” means the party who entrusts LSP with the conclusion of a contract of logistics and/or freight forwarding and/or warehousing and/or customs operations, with the performing of one or more ancillary operations;
- c) “Freight Forwarder” means the party entrusted with the conclusion of the contract of carriage, and/or with the performance of one or more ancillary operations (1737 c.c.), under the conditions set forth in Annex A to the T&C;
- d) “Freight Forwarder acting as carrier” means the party entrusted with the forwarding of the goods who also acts as performing carrier or explicitly undertakes obligations as performing carrier (1741 c.c.), under the conditions set forth in Annex A to the T&C;
- e) “Logistic Services” mean any service of cold storage or any other type of storage, and value added services such as, without limitation, freezing, re-packing, packing, defrosting, tempering, inspecting, weighing, cutting, portioning, collecting, marking, applying stickers, pricing, veterinary services, filling/emptying barrels, tanks and containers, veterinary services and any other services characterizing in the market as value added services. Logistic Services are rendered under the conditions set forth in Annex D to the T&C;
- f) “LSP” means an Italian subsidiary company of Cube Cold Europe NL HoldCo B.V., as identified in the Request;
- g) “Request” means any request of services made by the Customer to LSP by email, EDI or any other electronic means; and
- h) “T&C” means these General Terms and Conditions.

1. APPLICABILITY OF THE T&C

- 1.1. The T&C cover the relations between the parties, together with the special conditions outlined in Sections A, B, C, D where applicable. The services are ruled by Italian Law and, in particular, by articles 1655 et seq., 1677- bis, 1678 e seq., 1737 e seq., 1766 et seq. and 2761 of Italian Civil Code, as well as any other provisions specifically indicated in the other Sections.
- 1.2. In the event of any conflict between a provision of the T&C and a provision included in the Request accepted by LSP, the latter shall prevail.



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2. SCOPE OF APPLICATION

The T&C cover the obligations undertaken by LSP as contractor, regardless of whether they are warehousing, freight forwarding, customs handling, tracking of goods or cargo handling.

3. CONCLUSION OF CONTRACT, INFORMATION REQUIREMENTS, SPECIAL GOODS

- 3.1. A contract is concluded when the Customer requests one or more services indicated in Sections A, B, C or D by entering his relevant Request, followed by LSP's acceptance in writing within 72 hours.
- 3.2. Prior to and after placing a Request, the Customer is obliged to give timely notice of all relevant conditions and information affecting the services. This includes all relevant data required for carrying out the services, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as fresh food, perishability), HS code, gross weight (including packaging and loading devices), delivery times, value of the goods (for example for customs purposes according to Section B or for the insurance of goods), specific technical requirements for transportation and storage, as well as particular cargo securing means to be supplied by LSP.
- 3.3. The arrangement for the dispatch of dangerous goods or other conventional forwarding services in the context of transporting or storing dangerous goods as well as the arrangement for the dispatch of reefer cargo / warehouse and/or heat-sensitive goods requires a specific indication by the Customer. The Customer is responsible for the correct classification according to the applicable regulations for dangerous goods (air, sea, road, inland waterway). The corresponding data and, if necessary, additional information (such as safety data sheet, etc.) shall be made available in accordance with the contract provisions and in the appropriate timelines before placing an order to enable LSP to verify the information provided.
- 3.4. In case of valuable or theft-sensitive goods, the Customer shall inform LSP regarding the type and value of the goods and the current risks involved, to enable LSP to assess the acceptance of the Request or take appropriate measures for the safe and damage-free completion. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 10.00 Euro/kg. Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, high value pharmaceuticals, precious metals, precious minerals, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.
- 3.5. In case the Customer does not comply with the requirements set out above, LSP is – without prejudice to any other contractual, non-contractual or statutory rights – free to:
 - refuse the receipt of goods,
 - return goods already received and/or to keep them in readiness for collection, or;



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- complete the Request without further information to the Customer and subsequently claim an appropriate additional charge.
- 3.6. The Customer shall be the sole party responsible for the compliance with the requirements set out above. The Customer shall indemnify and hold LSP harmless from any consequences arising from or in connection with the breach to comply with the requirements set out above.
- 3.7. If goods are subject to customs or excise duty regulations or other tax regulations and/or regulations by the authorities (e.g. agriculture regulations), the Customer shall at all times be obliged to supply any information required by LSP in order to enable him to submit the statement concerned. The Customer shall be liable for any incorrect information that may have been provided by him, or on his behalf for such purposes.
- 3.8. Remarks, such as "Trade Fair Goods" or "Urgent", time in transit, estimated time of arrival, etc., contained in the Request neither oblige LSP to arrange for faster completion of the services nor to make preferential dispatch arrangements. LSP does not guarantee any fixed dates, neither for loading nor for delivery of the goods. Any dates as stated shall be considered as estimations made in good faith only, but stated without warranty or guarantee and without accepting any liability for the correctness thereof.
- 3.9. The applicable charges shall be fully payable to LSP for all agreed services, even if the goods are not, or not in time, put at LSP's disposal for carrying out the services.
- 3.10. LSP shall reserve the right to terminate a contract where:
- the service which the contract relates to is prohibited by any law or regulations applicable in the country of dispatch, the country designated for delivery, or any other country through which carriage is to be effected;
 - the Customer fails to fulfil the payment obligations set forth under clauses 6, 9 and 10;
 - data pertaining to the goods, such as – without limitation - weight and/or dimensions, are incorrect, as a consequence of which the intended method of carriage (including the use of the vehicle and/or other equipment intended) and/or the handling is no longer possible or permitted;
 - the Customer materially breaches any other obligation under the contract and fails to remedy within the period of 15 (fifteen) days since LSP has intimated it to remedy.

4. DOCUMENTS AND DECLARATIONS

- 4.1. The Customer takes care of and is responsible for the required declarations to be supplied by the shipper or consignee during the fulfilment of the contract.
- 4.2. The Customer warrants and declares that:
- the goods are correctly and accurately described in every cargo/shipment document;



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- the nature of the goods, number, quantity, quality and the contents of the packages, the gross weight (including the weight of packages and pallets), volume, addresses, marks, numbers and symbols relating to the handling, characteristics of the goods and dimension of the packages and any other information given are true and correct;
- packing and labelling related to the goods and to the conditions of carriage are appropriate.

4.3. LSP is not obliged to check the information and declarations provided for by the Customer, or to make additions to it.

4.4. The Customer further explicitly declares to indemnify and hold LSP harmless from any damage, claim or cost at any title arising from:

- the breach of the warranties above mentioned;
- the lack, insufficiency or inadequacy of packing;
- the lack of information on cargo and on packages about the necessary cautions to be used in handling and lifting the goods.

5. PAYMENT

5.1. The Customer shall pay the amounts agreed from time to time with LSP, within the agreed time.

5.2. Unless otherwise agreed, no set-off between amounts due to LSP and amounts claimed by the Customer will be allowed.

5.3. Whenever LSP, pursuant to agreement between the parties, pays in advance for the freight, the price of the carriage, the freight charges for containers, customs duties, costs and any other sum due, at any title, the Customer shall refund these amounts to LSP. The Customer shall hold LSP fully harmless from any claim for freight, customs duties, taxes, compensations for deterioration of the goods, fines and other sums charged at any title to LSP.

5.4. The Customer is also required to refund and hold LSP harmless in relation to any sum or cost arising due to the refusal, delay or failure to collect the goods by the consignee, as well as the unavailability of this latter. LSP, if promptly informed of the necessary goods storage will be entitled to take the necessary and appropriate action to protect goods and to return them to the Customer, always entering into contract in the name and on behalf of the Customer, who will take charge of risk of any loss, damage.

5.5. LSP is entitled to secure its claims arising either from the specific contract to which the claims refer to or from any other contract concluded with the Customer or from associated non-contractual claims by set-off against any claims the Customer may have against LSP.

6. DEFAULT OF LOADING AND DELIVERY TIMES, PERFORMANCE HINDRANCES AND FORCE MAJEURE



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- 6.1. LSP does not guarantee the delivery of the goods on the agreed time, and therefore cannot be held in any event liable for delay in collecting, storing, carrying and/or delivering of any shipment, regardless of the cause of such delays or any Request by the Customer for particular terms and time of delivery, even if indicated in the documents of transport.
- 6.2. In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately.
- 6.3. LSP shall never be held liable for losses, damages, delays, wrongful or missed deliveries caused by force majeure or fortuitous events, by exonerating circumstances as provided by any applicable law and international conventions, and in any event by circumstances out of his control. For the purpose of this clause force majeure means any circumstances preventing LSP, its employees, or any other third party engaged by LSP from performing the Services, which circumstances they could not have avoided or the consequences of the same were unavoidable for them. In particular force majeure circumstances shall include, but shall not be limited to, heavy weather, war, riot, uproar, natural and nuclear disasters, terrorist activities or attacks, fire, technical problems to means of transport, closure or blockades (temporary or permanently) of ports, roads, inland waterways or railway lines, shunting areas, yards or terminals, strikes or similar labour actions, people trying to gain or having gained access to means of transport, containers, premises or warehouses, cyberattacks and cybercrime, the consequences of epidemic or pandemic and any measures, restrictions or prohibitions imposed by any authorities.

7. QUOTATION'S REQUIREMENTS

- 7.1. Quotations and price lists of LSP and agreements with LSP about prices and services refer exclusively to i) expressly listed services, ii) goods of standard dimensions and weights as well as iii) an essentially unchanged cargo, order quantity and/or quality. Quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding/storage, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract.
- 7.2. Unilateral changes made by the Customer with respect to the scope of the services to be performed, in particular changes in weight or quantity, as well as changes in the nature of the goods, shall result in LSP not being bound by the offer originally accepted. The Customer shall bear all additional costs arising from the changes and shall also be obligated to pay to LSP a respective additional remuneration.

8. EXPENDITURES AND RIGHT OF RECOURSE BY THE LSP

- 8.1. LSP's claim for reimbursement of advanced payments or expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts from the date of the advance payment / expense.



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- 8.2. Upon first Request, the Customer shall immediately indemnify LSP for expenditures, such as freight, storage/deposit costs, average contributions, customs duties, taxes and other costs, compensations or fees demanded from LSP.
- 8.3. The Customer shall also indemnify LSP and its subcontractors from all claims made by third parties to the extent that these claims are due to the fault of the Customer and/or its subcontractors.
- 8.4. LSP is entitled to charge to the Customer any unforeseeable and unavoidable special charges, extra costs, fees, premiums, surcharges or other additional charges made by third parties performing the carriage or providing services in connection therewith or otherwise handling/storing the goods, even if LSP performs its services on a fixed cost basis and such cost items are not normally included in the fixed costs.
- 8.5. If the cost price of LSP should be affected by changes in the cost of labour or any other factor beyond its control, or in case of levies by the authorities, LSP shall be entitled to alter the prices/rates agreed upon with the Customer accordingly. Such modifications of prices/rates shall as soon as possible be brought to the attention of the Customer and shall become effective not later than three months after the notification.

9. INVOICES

- 9.1. Invoices of LSP are due immediately unless otherwise agreed. LSP's claims for remuneration shall become due immediately after the invoice has been issued and shall bear interests for late payment according to D.Lgs. 131/2002. The due date of claims for reimbursement of expenses and advanced payments shall be determined in accordance with the above provisions. Discounts shall only be given if expressly agreed.

10. INSURANCE

- 10.1. LSP shall insure the risks associated with the services as set forth below:
- Employer's Liability Insurance (Workers' Compensation Insurance);
 - Third-party Liability Insurance;
 - Professional Liability Insurance;
 - with regard to warehouses, insurance against risks from fire and natural events.
- 10.2. Parties agree that, unless otherwise required in the Request, by the Customer, LSP shall not enter into a contract of insurance on behalf of the Customer to protect goods from any loss or damage during the shipment, storage, logistic operations and/or carriage. If required in the Request by the Customer, LSP will enter into an all risks insurance coverage, and Customer will have to pay any related costs. In no case LSP can be considered insurer or co-insurer.

LSP will inform the Customer which insurances are available.



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- 10.3. Unless otherwise instructed by the Customer in the Request, LSP shall not commence legal proceedings in order to seek recovery from the Insurer, interrupt time bars, follow developments of the survey. In the above-mentioned case, an additional compensation shall be due by the Customer to LSP.

11. LIABILITY OF LSP

- 11.1. LSP shall be liable for the performance of services Requested by the Customer and listed at Article 2, as well as for any possible ancillary obligation.
- 11.2. Unless otherwise provided for in Sections A, B, C and D, LSP's liability for the services rendered in execution of this contract shall be limited to:
- EUR SDR 8.33 per kilogram of lost or damaged goods; and
 - EUR 5,000 per incident or series of incidents resulting from the same cause, up to a maximum aggregate amount of EUR 25,000 for each Customer or third party per calendar year for all other claims.

These limitations shall not apply if Customer proves wilful intent or gross negligence on the part of LSP or of its employees, servants or agents.

- 11.3. In no case LSP shall be liable for indirect or consequential damages (such as, but not limited to income losses, loss of profits, loss of opportunity, loss of reputation, commercial loss, damages arising from delays in performing the operations and other penalties).

12. SUBCONTRACTORS

- 12.1. LSP shall be allowed to subcontract the services or any part thereof to third parties. LSP shall remain responsible for any act or omission of the subcontractor toward the client. For sake of clarity, carriers with whom LSP enter into contracts of carriage acting as Freight Forwarders are not considered as subcontractors.

13. JURISDICTION AND APPLICABLE LAW

- 13.1. The laws of Italy apply to the T&C and all legal relationship between LSP and the Customer.
- 13.2. Any dispute between LSP and the Customer relating to the T&C or any agreement or service rendered on the basis of the T&C and relevant Requests shall be exclusively brought before the Court in Milan, Italy.

14. MISCELLANEOUS



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- 14.1. Customer is obliged to keep confidential all data, information and documents relating to the Services performed by LSP that it will come to have in its possession, except for a statutory obligation to disclose, and Customer shall comply with all applicable regulations and privacy legislation.
- 14.2. LSP undertakes to process personal data in full and unconditional compliance of the European Regulation 679/2016 (GDPR). The Privacy Policy, provided pursuant to art. 13 of the GDPR, is available at the web address: www.cubecold.com and is intended to be transmitted to the Customer together with these T&C.
- 14.3. LSP and Customer will not participate in any form of bribery or corruption. They shall comply with all applicable regulations and legislation governing anti-bribery and anti-corruption.
- 14.4. Customer warrants that Customer, the consignor, shipper, receiver, consignee or any other person entitled to the goods and anyone acting as an agent on behalf of such person, including its shareholders, directors or any other interested party, is not a sanctioned party designated by a sanctioning authority. Customer warrants that at the commencement of the Services by LSP, the goods do not characterize as sanctioned cargo. If at any time Customer is in breach of this warranty, LSP may stop the Services, terminate the Services and claim all damages and costs resulting from the breach.
- 14.5. Customer is obliged to indemnify and compensate LSP with respect to all costs, liabilities, fines, payments or other costs incurred by or imposed on LSP, its employees or subcontractors as a result of a breach of the obligations arising from Article 14 of the T&C.
- 14.6. Customer is obliged to timely provide LSP with all data, information and documents necessary for the performance of the Services and/or the compliance with applicable laws, regulations and internal policies of LSP, including, but not limited to, laws, regulations and policies pertaining to Environmental, Social & Governance (ESG), Directive (EU) 2022/2464 on Corporate Sustainability Reporting (CSRD), Directive (EU) 2024/1760 on Corporate Sustainability Due Diligence (CSDDD) and the Know Your Customer (KYC) policy of LSP. Customer guarantees that the data, information and documents provided are correct and complete and in compliance with all applicable laws and regulations. LSP is entitled to perform, stop or suspend the Services if the data, information and documents provided by Customer is incorrect, incomplete or non-compliant.
- 14.7. An Italian translation of the T&C has been issued. In case of a dispute concerning the interpretation of the T&C, the English text shall be legally binding.

15. SEVERABILITY

- 15.1. If any part of this Agreement cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the parties' intent as expressed in the Agreement.

16. SURVIVAL

- 16.1. The expiration or termination of this Agreement will not affect any right or obligation that expressly continues, accrues before the Agreement's end, or by its nature should survive.

17. NO WAIVER

- 17.1. The waiver of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any other breach of the same or different provision, nor shall any delay or omission in exercising any right or privilege operate as a waiver of that or any other right or privilege.

According to articles 1341 and 1342 of the Italian Civil Code the following clauses:

3. Conclusion of contract, Information requirements, indemnity, special goods
5. Description of the goods, indemnity
6. Payment
7. Default of loading and delivery times, performance hindrances and force majeure;
9. Expenditures and right of recourse by LSP;
11. Insurance
12. Liability of LSP;
13. Subcontractors;
14. Jurisdiction and Applicable law.

Section A)

5. and 6. Limitation of liability for loss or damage to goods and for delay in delivering;

Section C)

6. Limitation of liability for delay in delivering.

Section D)

are expressly approved.

The Customer



A) SPECIAL CONDITIONS FOR FREIGHT FORWARDING SERVICES

Request of Freight forwarding services shall be governed by the following special conditions in addition to T&C. In case of conflict between these special conditions and T&C, special conditions shall prevail.

1. Freight forwarding services are governed by Italian Law and, in particular, by articles from 1737 to 1741 and 2761 of Italian Civil Code.

In particular, LSP shall provide for entering into the contract of carriage with the performing carrier and for performing the relevant ancillary operations, reserving to himself full liberty of action where necessary and shall be at faculty to consolidate cargo as groupage (unless otherwise explicitly agreed in writing between the parties), always performing with due diligence and acting only as freight forwarder pursuant to article 1737 of the Italian Civil Code, unless otherwise agreed that LSP acts freight forwarder acting as carrier according to article 1741 of the Italian Civil Code.

LSP shall arrange that the carriage is performed by professional carriers with appropriate and clean vehicles, and in compliance with Reg. 2017/675/EU, Legislative Decree 27/2021 and related regulations, as well as any other relevant phytosanitary regulation applicable in relation to goods to be handled and transported.

LSP shall be free to determine the method used for performance of the instruction issued to it, except where it has accepted specific instructions in this respect from the Customer.

2. LSP is entitled to ask for refund of expenses properly incurred, in particular those relating to general average contributions, detention or demurrage charges, including additional packaging to protect the goods, debited by the relevant carriers or operators.
3. In cases where the contractually agreed or reasonable loading and unloading time is not maintained due to reasons beyond LSP's scope of responsibility, the Customer shall pay to LSP the agreed or fair or otherwise commonly accepted demurrage fees. The Customer shall refund and hold LSP harmless from any sum or cost due, including detentions and demurrages, for means of transport and equipment, containers, swap bodies and the like, for the return of the goods into the warehouse, for the storage and for the subsequent redelivery.
4. If the Customer instructs LSP to receive goods and if, on reception of the goods by LSP, pre-storage costs, freight, cash on delivery, customs duties, taxes, or other expenses and charges are incurred, LSP is entitled – but not obliged – to pay them according to the circumstances he has properly assessed, and to claim reimbursement from the Customer. In the absence of any express instruction to the contrary from the Customer, LSP may presume that the costs, etc. claimed on receipt of the goods are justified and that he should make the advance payment.
5. The liability of LSP as freight forwarder acting as carrier, if applicable, related to any loss or damage arising from the operations of shipment and/or carriage, including possible technical stops, shall not exceed the limits of liability provided to LSP and/or Carrier under art. 1696 2° par. of Italian civil code.



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6. Any dates and times given for the departure and arrival of any vessel(s) and/or other transport means and/or for the delivery of the goods are always to be understood as estimated dates and times.

LSP does not undertake or guarantee to perform the services within any specific date or time and therefore cannot be held liable under any circumstances for delays in pick-up and transport and/or delivery of any shipment irrespective of the cause of such delays or of Requests by the Customer for specific delivery terms, even when they are indicated in the transport documents. If LSP should nevertheless found to be liable for delay due to the application of mandatory laws or international conventions, LSP's liability shall be limited to pay compensation for such damage not exceeding the double amount of freight agreed for the specific leg of the transportation during the performance of which the delay arises.

7. Unless otherwise agreed otherwise in writing, or required in the Request, the Customer shall be the only responsible for all relevant customs formalities and shall ensure that said formalities are fulfilled. LSP is not liable for any claims arising out of or in connection with the performance of such customs formalities and the Customer shall be obliged to indemnify and hold harmless LSP against all third party claims related to the performance of the customs formalities.



B) SPECIAL CONDITIONS FOR CUSTOMS SERVICES

Requests of customs services shall be governed by the following special conditions in addition to the T&C. In case of conflict between these special conditions and T&C, special conditions shall prevail.

1. LSP is entitled to make customs clearance provided that a written power of attorney has assigned direct representation.
2. The Customer is responsible for supplying LSP with all information, certificates and other documentation (e.g. customs classification, value of goods, any insurance for the goods) required for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, TARIC number, security checks for air freight shipments, etc. The original documents shall be released by the Customer upon Request of LSP.
3. If the order to LSP relates to the shipping of goods to a foreign destination, LSP is entitled to act with regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. LSP is hereby:
 - entitled to act in the name of the Customer, when such power has been granted;
 - entitled to open packages whenever such action is necessary to comply with statutorily required controls, and to subsequently take all measures necessary to complete the order, such as repackaging the goods.
4. If the order to LSP relates to a shipment under customs supervision, LSP is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible or would not be carried out in time. In addition, LSP shall not be obliged to examine the legitimacy of any action taken by Customs or any other authority or private body concerned with the import of the shipment, to appeal against such action or to take any other action against any order made in respect of the shipment or goods.
5. Whenever LSP arranges extra services in the interest of the Customer or carries out such services, LSP is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.
6. The Customer shall in any case be liable for the import duties paid, irrespective of their nature and the amount and whether or not they have been incorrectly assessed, as well as for all costs incurred in connection with customs clearance, such as transshipment, intermediate or relocation, counting, additional charges and additional costs for customs inspections and presentations or other measures ordered by customs or third parties, in particular with regard to dangerous goods, etc., insofar as these have been paid by LSP. LSP's claim for reimbursement of these expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts as from the date of the advanced payment.



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C) SPECIAL CONDITIONS FOR ROAD HAULAGE SERVICES

Requests of road haulage services, whether domestic or international, shall be governed by the following special conditions in addition to the T&C. In case of conflict between these special conditions and T&C, special conditions shall prevail.

1. Road haulage services are governed by Italian law, and in particular by art. 1678 e seq. of Italian Civil Code, and by Legislative Decree 286/2005. International road carriage shall be governed by the Convention on the Contract for the International Carriage of Goods by Road signed in Geneva on the 19th May 1956, as amended by Protocols of 1978 and 2008 (the "**CMR**").

LSP shall execute the road carriage, always performing with the due diligence, with appropriate and clean vehicles and in compliance with:

- Art. 61 (max shape), 62 (max mass), 142 (speed limits), 164 (distribution of the goods loaded), 167 (compliance with vehicle registration certificate) and 174 (max driving times) of Italian Road Traffic Code;
- Reg. 2017/675/EU, Legislative Decree 27/2021 and related regulations;
- any other relevant phytosanitary regulation applicable in relation to goods to be handled and transported.

2. The final instructions from the Customer for haulage services must contain:

- a) name and registered office of the shipper;
- b) name and registered office of the Carrier, and its number of registration before the Registry of National Hauliers;
- c) type, quantity of the goods;
- d) remuneration of the haulage services, or reference to these T&C, where the relevant tariffs are reported;
- e) place of loading and place of discharge;

Fuel is subject to adjustment according to fuel surcharge mechanism provided for by art. 83 bis of Decree 112/2008, converted as Law n. 133/2008 and subsequent amendments.

Times of loading and unloading at the respective place of loading and discharge cannot overtake 2 hours each, in accordance with art. 6 of Legislative Decree 286/2005. Above the threshold of 2 hours, the Customer will be held to pay the indemnity of € 40,00 pro rata for each exceeding hour or portion of hour.

3. LSP will issue the proper waybill for the carriage. In case of international carriage, LSP will issue the CMR waybill.
4. LSP is allowed to subcontract the whole or part of the carriage according to art. 6 ter of Legislative Decree 286/2005.



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5. LSP shall be responsible for the loss or damage to goods while they are under its custody from loading to discharge, in accordance with art. 1693 of Italian civil code and, in case of international road carriage, with CMR Convention. LSP's liability in case of loss or damage to goods shall not exceed the limits provided for by art. 1696 2° par. of Italian civil code, or, in case of international road carriage, those provided for by the CMR Convention.
6. Any dates and times given for the departure and arrival or for the delivery of the goods are always to be understood as estimated dates and times.

LSP does not undertake or guarantee to perform the haulage services within any specific date or time and therefore cannot be held liable under any circumstances for delays in pick-up and transport and/or delivery of any shipment irrespective of the cause of such delays or of Requests by the Customer for specific delivery terms, even when they are indicated in the waybill or any other transport documents. If LSP should nevertheless found to be liable for delay due to the application of mandatory laws or international conventions, LSP's liability shall be limited to pay compensation for such damage not exceeding the double amount of freight agreed for the specific leg of the transportation during the performance of which the delay arises.



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D) SPECIAL CONDITIONS FOR COLD STORAGE – WAREHOUSING – LOGISTIC VALUE ADDED SERVICES

LSP grants to Customer, on a non-exclusive basis, the use as warehouse for the cold storage of its goods.

The services of LSP may include the following activities:

- receipt of goods with their unloading/loading from vehicles or containers
- management of the handling of the goods at the warehouse;
- cold storage service;
- printing of labels/packing;
- freezing;
- packing and re-packing;
- defrosting;
- tempering
- inspecting
- weighing
- cutting;
- portioning;
- collecting;
- marking;
- applying stickers;
- pricing;
- related logistics services.

1. Unless otherwise agreed, the goods shall be delivered/collected at the warehouse at Customer's care and expense, which shall inform LSP at least once a week of the expected arrivals.
2. Customer shall give written notice of the goods to be delivered within 24 hours prior to inbound transport, indicating:
 - number, weight, quantity and quality/description of the goods;
 - place, date and time of delivery/collection of the goods;
 - any special characteristics of the cargo
 - any technical provisions prescribed for the handling, storage and risk of deterioration of the goods;
 - container/packaging characteristics;
 - any special storage regimes;
 - vehicle registration number and driver details when loading/unloading the goods;
 - any other instructions/information deemed necessary by the customer.
3. In the event of any change in the above data, customer shall inform LSP in writing with adequate notice. Without prejudice to the provisions set forth under cl. 3 of the T&C, LSP shall not be obliged to



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accept goods of which kind, quality, weight, quantity and/or value differ from the description given by the Customer, and do not meet the requirements in connection therewith. Nevertheless, if LSP agrees to store the goods, any extra work necessary to prepare, cleaning or changing the space made available to Customer shall be carried out at the risk and costs of the Customer.

4. If the Customer does not provide LSP with any instructions in writing on how to store and/or process the goods, LSP will do it according to the ordinary diligence and as it is customary in the industry.
5. The warehouse is open in general operating hours and working days. Unless otherwise agreed in writing, all the operations to be carried out by LSP in connection with the goods, shall be carried out during the operating hours set forth above.
6. LSP decides in its sole discretion whether warehousing (including cold storage) takes place in its own facilities or those of third parties. Whenever warehousing (including cold storage) takes place at third party warehouses, LSP shall supply timely information regarding its name and location to the Customer.
7. LSP shall make available to the Customer clean and suitable space for storage (including where required, cold storage) of Customer's goods. Prior to delivery of the goods, the Customer shall have the right to inspect the cleanliness, suitability and condition of the space in the warehouse (with special reference to the cold storage / freezing space). If the Customers omit such an inspection or make no objections to the cleanliness, suitability or condition of the space put at its disposal, LSP will have fulfilled the obligation to make available a clean and suitable space for storage of the goods and shall not be liable for damage or loss on that account. Storage will be subject to the applicable laws, including without limitation, reg. 2017/675/EU, Legislative Decree 27/2021 and related regulations, any other relevant phytosanitary regulation applicable in relation to goods, directions and instructions given by the authorities, and related amendments.
8. If, for the Logistics Services falling in the scope of this Section D, the cost price should be affected by changes in the costs (such as, but not limited to, costs for labour, fuel and energy) or any other factor beyond its control, or in case of levies by the authorities, LSP shall be entitled to alter the prices/rates agreed upon with the Customer accordingly. Such modifications of prices/rates shall as soon as possible be brought to the attention of the Customer and shall become effective not later than three months after the notification. If the prices of energy are raised by more than 5% at once, LSP shall be entitled to immediately pass any and all financial consequences of this price increase on to the Customer, as of the date on which the new energy prices shall apply to LSP.
9. Customer's inspecting goods or commissioning an inspection shall respect the normal business hours of LSP. The Customer is liable for all damages to LSP, the warehouse keeper, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives. Unless otherwise agreed:



- inventory management is via LSP's inventory software platform;
- there is no physical inventory inspection, unless the Customer Requests and declares to bear the costs for such activity.